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The Solicitors' Journal.

LONDON, JUNE 29, 1872.

THE LAST TIME we had occasion to notice the position of the "Alabama" Arbitration, the two Governments had just agreed to a Supplemental Article, which, if confirmed by the American Senate, was to dispose of the "indirect claims;" the two Governments were to agree to an abstract principle that such claims are not in future to be regarded as growing out of the acts of particular vessels, and the United States were to accept that rule as the consideration for a final settlement of the indirect claims. But then came the recent difficulty about an adjournment of the Arbitration until the American Senate could ratify the Supplementary Article on their part. The whole difficulty has now been suddenly and voluntarily cut short by the Arbitrators themselves, who have volunteered an expression of opinion that (entirely putting aside the question on the interpretation or effect of the Treaty)

"These claims do not constitute, upon the principles of international law applicable to such cases, good foundation for an award of compensation or computation of damages between nations, and should upon such principles be wholly excluded from the consideration of the Tribunal in making its award, if there were no disagreement between the two Governments as to the competency of the Tribunal to decide thereon."

This being accepted by the United States, the difficulty seems entirely got over, thanks to the Arbitrators, to whom we think the United States ought to be particularly grateful for thus enabling them to part with an outward semblance of gracefulness from the complication they had occasioned.

A REPORT has been made by the Select Committee of the House of Commons appointed to consider plans for dealing with habitual drunkards. After reporting in general terms that all the witnesses examined before them concurred in the absolute inadequacy of existing laws against drunkenness; and that the result confirms the statement that drunkenness is the prolific parent of chronic disease and poverty, though the moderate use of alcoholic liquors is unattended by any bad effects; the committee comment on the insufficiency of the old five shillings fine, and propose that fines should be entered in a "drunkards' register," and should be progressive, and that magistrates should be empowered, after a third conviction within twelve months, to call on the offender to find sureties for a term of good behaviour, and in default, or on breach, to order a term of detention in an industrial reformatory for inebriates. Finally the committee recommend the establishment of public sanatoria or reformatories of two classes. Class A for those who can pay, or be paid for, and Class B for pauper *detenues*. It is proposed that—

"The patients under Class A should be admitted either by their own act, or, on the application of their friends or relatives, under proper legal restrictions, or by the decision of a local court of inquiry, established under proper safeguards, before which, on the application of a near relative or guardian, or a parish or other local authority, or other authorised persons, proof shall be given that the party cited is unable to control himself, and incapable of managing his affairs, or that his habits are such as to render him dangerous to himself or others; that this arises from the abuse of alcoholic drinks or sedatives; and he is therefore to be deemed an habitual drunkard."

The legal restrictions and safeguards proposed are akin to those now in use in the case of lunacy, and include the appointment of a committee of person and estate; the party is to be entitled to be heard or represented at the inquiry, and the term of committal is not to exceed twelve months. All this, apparently, would give rise to a new branch of legal practice, akin to practice in lunacy. The last recommendation is that the provisions of the 10th or harbouring thieves' section of the Habitual Criminals Act, should, *mutatis mutandis*, be applied to habitual drunkards.

THE DEBATE which took place in the House of Commons on Mr. Fawcett's motion was not very instructive. The discussion, such as it was, turned a good deal, as indeed it could not fail to do, owing to the terms of the motion before the House, upon the amount which the public may or may not be supposed to lose by the private practice of the law officers; and as far as that goes we think that the cry for reform is unfounded. We do not want to see any permanent department created expressly to defend Governments; besides, Mr. Gladstone put the matter pretty fairly when he said that the need is that the State should be able to command the highest legal ability, and not that it should be able to command the whole time of any person. It has been computed that since the Reform Bill of 1832 the average duration of a Solicitor-General's term of office has been fifteen months, and an Attorney-General's twenty-four months, and upon any question of money's worth, the country may be considered to have had good bargains from the succession of eminent men who have passed through these offices.

The truth is, not that the present state of things is the best that could be in the interests of law reform or legislation generally, but that by merely altering the character or status of what are commonly called the law officers of the Crown, we should be covering but a small part of the field. There is another great law officer, the Lord Chancellor, whose legal and political functions are very inconveniently combined. Some, for instance, of a Chancellor's legal functions are decidedly ill-assorted with a duration of office dependent on the existence of a Government, and we should very much welcome a well-considered scheme, of which an essential part was the separation of some of the functions now discharged by the holder of the Great Seal.

THE INDIAN EVIDENCE BILL, to which we have alluded more than once in these columns, received the assent of the Governor-General on the 15th of March. But before it became law the objectionable provisions in limitation of the right of cross-examination to test veracity were eliminated. These provisions, which were summarised on a previous occasion (15 S. J 910), elicited strong protests from the bars of Calcutta, Madras, and Bombay, and were reported upon unfavourably by several of the officials to whom, pursuant to the Indian practice, the draft bill was submitted. They were also received with a chorus of disapprobation by the legal press of this country. That they should be excised from the bill was therefore almost a matter of course; but it was equally a matter of course, having regard to the strong views on the subject entertained by the author of the bill that some other sections of an analogous character should be substituted for those which were struck out in deference to the opinion of the profession.

Accordingly we find in the Act the following pro-

visions :—A witness may be asked on cross-examination any questions which tend (1) to test his veracity; (2) to discover who he is; (3) to shake his credit by injuring his character (section 146); but if such a question relates to matters not relevant to the suit the Court is to decide whether or not the witness shall be compelled to answer the question, and may warn the witness that he is not obliged to answer. In exercising its discretion the Court is to have regard to the following considerations:—(1) Such a question is proper if the truth of the imputation would seriously affect the opinion of the Court as to the credibility of the witness; (2) It is improper if the imputation would not have this effect or relates to matters too remote in point of time; (3) It is improper if there is great disproportion between the importance of the imputation and that of the witness's evidence; (4) the Court is to be permitted to draw from the witness's refusal to answer the inference that the answer, if given, would be unfavourable (section 148); such a question as is referred to in section 148 "ought not to be asked unless the person asking it has reasonable grounds for thinking that the imputation which it conveys is well founded" (section 149). If the Court thinks that such a question is asked by a barrister, pleader, vakeel, or attorney without reasonable grounds it may report him to the High Court or other authority to which he is subject in the exercise of his profession (section 150).

Thus, it will be seen, the right of cross-examination to test veracity stands under the new Act upon substantially the same footing that it stands upon in England, except that in the Act an attempt has been made for the first time to reduce the rules governing the exercise of that right to a statutory form.

AT A MEETING of one of the medical bodies recently held, a paper was read, "On the Scientific Value of the Legal Tests of Insanity." The author, Dr. Russell Reynolds, suggested a conference between representatives of the legal and medical professions, for the purpose of considering remedies for the evils supposed to exist. He suggested that the following points should be considered:—1. The arrival at a better definition of insanity generally. 2. A revision of the tests of insanity; (*a*) that based upon the existence of delusion; (*b*) that turning upon the knowledge of right and wrong, and of the consequences of actions. 3. An examination, in all its bearings, of the doctrine of partial insanity, and its responsibilities. 4. A revision of the distinction between responsibility for criminal acts and capacity for evil acts. 5. An inquiry into the mode of dealing with those whose mental condition is impaired, but who are not, in the popular sense of the word, "insane." 6. An examination of the possibility of dealing with those bordering upon insanity, as at present recognised. 7. A determination of the mode to be adopted in dealing with cases, both civil and criminal, when insanity is alleged as a plea of innocence, or as a bar to disposing power. 8. The possibility and desirability of doing away with the present mode of investigation in a court of law—viz., by the calling of skilled witnesses on different sides. 9. The possibility and desirability of a court or of a commission to report on all cases of impending legislative inquiry. A resolution was finally passed, says the *British Medical Journal*, authorising the council in concert with the representative bodies of the legal societies, to form a committee for the purpose of considering the questions brought forward in the paper now read, with a view to the amendment, if possible, of the existing law in reference to the responsibility of the insane." We have not heard whether anything further has come of this movement, and we must confess that we are not sanguine on the subject. Because it does not appear that those who took part in this proceeding are any nearer the perception of what we have observed to be a universal error entertained by medical controversialists on this subject: viz., that respecting the effect assigned by the law to the knowledge of right and wrong. Medical writers and medical journals seem invariably to assume that the law uses knowledge of right and wrong as a test of sanity, and then they proceed to argue that it is an improper test. They never seem to understand that the law does not use knowledge of right and wrong as a test of sanity. The law only uses knowledge of right and wrong as a test of liability to punishment. If a man knows right from wrong and he does wrong, the law says he is a man to be punished, no matter whether he be sane or insane.

COSTS IN CHANCERY.

In the present system under which justice is administered in this country few things are more inconvenient than the amount of variance which exists between the different tribunals as to the principles upon which the costs of legal proceedings ought to be ordered to be borne or paid.

The golden rule in contentious matters (and it is of such only that we intend to speak at this time) is surely this—that the person solemnly adjudged to be in the wrong should pay all the expenses occasioned by his wrongful demands or refusals to the person held to be in the right. This rule is recognised—at all events in theory if not in practice—by all our Courts. Yet, notwithstanding this recognition, part of the expenses of a litigation, and that a part which, by the force of the decision itself, must have been a part necessarily and properly incurred, is paid now by the person in the right and now by the person in the wrong, according as the proceedings chance to be taken before this tribunal or that. It is but reasonable that the Court of Chancery should have the power of moderating in its discretion from the rigour of the bare rule under which at Common Law "costs follow the event." It is convenient that a Court of Equity should be able to visit with some substantial mark of displeasure a party who has been guilty of misconduct, though successful on the main contention; and it would be obviously ill-advised to lay down any rigid principles on such a point. There are many other instances in which the Court of Chancery may conveniently depart from the naked rule of awarding the costs to the successful party; those cases, for instance, in which the litigation has been occasioned by the difficulty in determining the effect of a will, and the Court, by throwing the costs on a fund in contention, makes, as it is said, the testator pay them. But at the present day it is remarked by many in the profession, and not without reason, that little by little these qualifications of a primary rule seem to have been edged forward until the rule is well nigh swallowed up or frittered away. Any one who is much in the Equity Courts will have heard frequently a judge concluding a judgment with some such phrase as the following;—"However, as the case is one of the first impression, I will not order the defendant [or plaintiff, as the case may be] to pay any costs." Now, we are very strongly of opinion that new as a point in litigation may be, and however doubtful it may have appeared, the party who has contested it successfully ought to be indemnified against costs. The contrary is a mere premium on litigation. We have even heard an appellate tribunal, after an unhesitating reversal, decline to give costs, out of respect for the judge in the Court below, which was all very well for the judge in the Court below, but much less pleasant for the appellant. Consider this instance of the costs of a successful appeal. The rule on this point in the House of Lords is the exact opposite of the rule in the Privy Council, the House of Lords never ordering the respondent to pay the costs of a successful appeal, while in the Privy Council the successful appellant is entitled to recover the costs of his appeal, unless, under very

special circumstances, the Judicial Committee make an express direction to the contrary. There is the same conflict between the practice on this point in equity and at law, the Courts of Equity favouring the inequitable practice of condemning the successful appellant to pay for the justice done him by the Court of Appeal (*Denny* v. *Hancock*, 19 W. R. 234, and *Stannard* v. *Lee*, 19 W. R. 615), and the Courts of Law setting in this respect an example of equity to the Chancellor and Lords Justices. (*Mountnoy* v. *Collier*, 1 W. R. 179, 1 E. & B. 630; *Outhwaite* v. *Hudson*, 7 Ex. 380, and *Leiedmann* v. *Schultz*, 14 C. B. 38) The Court of Bankruptcy has recently (*Re Cherry ex parte Matthews*, 19 W. R. 1005), and apparently much to its own regret, held itself bound to lay down as a rule for its own guidance on this point the practice of the Court of Chancery in preference to that of the Courts of Common Law.

No reform in the practice of our Courts will, in our opinion, be complete unless it is laid down as a rule either inflexible or to be departed from only under the most special and exceptional circumstances, that all the costs of a successful appeal shall be borne by the unsuccessful party. There can be no distinction in principle between these costs and any other costs which the peculiar machinery of our Courts render necessary to be incurred before justice is done to the litigants. The labour and anxiety which, in the great majority of instances, are caused by legal proceedings to the persons directly interested ought to be a sufficient penalty for a man to pay for being in the right.

What we have styled the golden rule as to costs in contentious matters, namely, that the unsuccessful party should bear all the costs of the proceedings, although it is nominally the rule of the Court of Chancery, is yet departed from almost daily, and that often, as it appears to us, on the flimsiest pretext. No doubt cases, as we have said, occur in practice, in which this rule ought not to be carried out, at all events in its entirety. But the rule is nevertheless an exceedingly useful one, and, if it were well understood that it was departed from only under most special circumstances, such an understanding would do much to check speculative litigation.

The usefulness of such a rule has been long admitted. In *Staines* v. *Morris*, 1 V & B. 8, Lord Eldon said, "It is in many cases very hard that costs should follow the event of the cause; yet all my experience has persuaded me that it is much to be wished that the course of the Court was so." And Lord Westbury, in *Bartlett* v. *Wood*, 9 W. R. 817, says, "I have had occasion to observe upon the general rule, and it is one from which most undoubtedly, so far as I am concerned, I shall seldom depart—namely, that in contentious cases the costs of the litigation must be considered as following the result of it." Notwithstanding these and other similar utterances, one can scarcely read any weekly budget of reports without seeing the judges almost betraying eagerness to escape from putting these principles into actual practice. We select a very recent instance, almost at random, as an exemplification of the impropriety of leaving the good old rule laid down in the maxim of the civilians—*victus victori in expensis damnandus est*:—*Radford* v. *Willis*, 20 W. R. 132. The suit was a vendor's suit for specific performance. The question was one of title, and the defendant demurred to the bill. The Lords Justices, before whom the question of the demurrer came on by way of appeal, had no doubt whatever that the title was a good one, and accordingly they over-ruled the demurrer. In dealing with the costs, however, Lord Justice James said that "as the question had been raised by the defendant in the cheapest, simplest, and most expeditious manner, it was not a case in which any costs ought to be given against him." At first sight this might seem merely a kind and gracious concession made to the purchaser by the Court (at the vendor's expense), and in the particular instance the purchaser may have personally deserved any cheap benevolence of the kind that the Court could show him. Yet here were two parties, each *bonâ fide* contesting a point of law, which the Court thought a very plain one; surely on all questions of real equity the party who was in the right was entitled to be indemnified against the expenses of a mistaken opposition; and the unsuccessful party might have been left to profit in person by the inexpensiveness of his proceedings. If the principle on which the Court acted in this case should come to be its general rule of practice, an unwilling purchaser might, for a difficulty which the Court would be bound to hold quite baseless, force upon his vendor the disagreeable alternative of abandoning the contract, or else, at his own expense, prosecuting a suit in equity for specific performance. In the midst of all the uncertainty which surrounds the question of costs in Chancery we cannot say that this decision of the Lords Justices has rendered the fate of the costs of suits for specific performance more uncertain than it was before. But it tends, at all events, to perpetuate the uncertainty which has had its chief cause in the lax and easy manner, now apparently grown into a fixed habit, in which the equity judges, on the slightest pretext, desert the good old rule that ought to guide them. And as to the effect of this uncertainty we cannot do better than refer again to the case of *Bartlett* v. *Wood*, which we have cited above, and quote the following passage from Lord Westbury's judgment therein:—

"Nothing requires to be more carefully directed or attended to than the mode in which the costs of litigation should be dealt with by this Court in ordinary cases. Nor is there anything which opens the doors of the Court so widely, and induces persons to come up with unfounded litigation, more than the unfortunate degree of uncertainty which exists upon the subject of the payment of costs."

WHAT IS A CAUSE OF ACTION?

The recent decision of the Court of Queen's Bench, in the case of *Cherry* v. *Thomson*, recalls attention to a very inconvenient inconsistency in the procedure of our superior courts of common law. Three courts at Westminster are totally at variance with one another on the subject, and to some extent with themselves; and, unfortunately, it being merely a point of practice, there are no means of having the question finally settled by appeal to the Exchequer Chamber or the House of Lords. Nay, to add to the irony of the situation, in one case cited below (*Allhusen* v. *Malgarejo*), the plaintiff, after being denied redress in one court, discontinued his writ there, obtained leave to proceed in another, and ultimately obtained large damages against the defendant. This objectionable state of things is owing to the different constructions that have been placed on two or three words that occur in the 18th section of the Common Law Procedure Act, 1852. That section provides for actions against British subjects residing out of the jurisdiction of the superior courts, and enacts that "it shall be lawful for the court or judge, upon being satisfied by affidavit that there is *a cause of action, which arose within the jurisdiction*, or in respect of the breach of a contract made within the jurisdiction, and that the writ was personally served," &c., to direct from time to time that the plaintiff shall be at liberty to proceed in the action, subject to such conditions as to such court or judge may seem fit. The 19th section of the same Act contains a similar provision as to actions against *foreigners* residing out of the jurisdiction. Now, what is the meaning of the phrase "a cause of action"? Does it mean the whole groundwork and foundation of the action—that is, in the case of a contract—both the contract itself and the breach, or merely that act or omission which gives rise to the action—that is, the breach alone? That question the different courts have differently answered. In the case under dis-

cussion, the Court of Queen's Bench, consisting of Cockburn, C.J., Blackburn, Lush, and Quain, JJ., have again decided that the cause of action mentioned in the 18th section means the *whole* cause of action, and not the breach of the contract only. The facts were as follows:—The plaintiff and defendant, who are both British subjects, while at Homburgh, in Germany, entered into an engagement to marry each other. A few months after the defendant (the lady) changed her mind, and from Homburgh, where she continued to reside with her mother, she wrote to the plaintiff in London a letter, intimating her intention to break off the engagement. This letter was received by him here, and after finding that the lady was unalterable in her resolution not to marry him, he commenced his action for breach of promise according to the provisions of the 18th section of the Act. The defendant applied to have the writ set aside, on the ground that there was no cause of action arising within the jurisdiction, or at all events that the whole of it—viz., the contract and the breach—had not so arisen. For the plaintiff it was contended that as the letter had been received in London, that the breach of the agreement had taken place here, and that that alone was sufficient to constitute a cause of action within the meaning of the section. The Court, however, were not of that opinion, and quashed the proceedings. They further held that even the breach had not occurred here, but in Germany, by reason of the posting of the letter there. Of course this latter circumstance made the 18th section totally inapplicable, but even had it been otherwise it is quite clear that the decision of the Court would have been the same. This judgment is consistent with that of the same Court in *Allhusen* v. *Malgarejo* (18 W. R. 854, L. R. 3 Q.B. 340). The plaintiff here carried on his business at Newcastle-upon-Tyne, and the defendant was a foreign merchant, residing in Spain. In this latter country a contract was entered into between them for the purchase of a quantity of manganese, to be delivered at Newcastle. Of this the defendant delivered part, but failed to deliver the rest. An action was thereupon commenced to recover damages for the breach of contract. No appearance was entered by the defendant, and application was made to the Master for leave to proceed, as the 18th section of the statute in question directs. This the Master refused to grant, and Martin, B., affirmed the order. On appeal to the Court, the Judges (Blackburn, Mellor, and Lush, JJ.) were unanimous in refusing the application, expressly on the ground that the *whole* cause of action had not arisen within the jurisdiction of the superior courts. "The expression," says Blackburn, J., "cause of action, means the whole cause of action; that is, all the facts which together constitute the plaintiff's right to maintain the action. It is not enough to show that, though the contract was made abroad, the breach occurred within the jurisdiction. If the whole cause of action—that is, the contract and the breach—does not arise within the jurisdiction, then secs. 18 and 19 have no application." In the course of the argument reference was made to two cases which are given in a note to this 18th section in Mr. Day's Common Law Procedure Acts, viz., *Slade* v. *Noel* (4 F. & F. 424) and *Nettlefold* v. *Fünche* (C. P., 3rd March, 1866), in which it is said that although the contracts were made abroad, yet that the cause of action arose within the jurisdiction sufficiently to justify proceedings under the Act. These cases, however, Mr. Justice Blackburn treated as of no account, on the ground that the report of them appears to have been furnished *ex relatione*, and it being a "mere assumption that the learned judges decided them on the ground that the whole cause of action arose within the jurisdiction." The plaintiff in this case of *Allhusen* v. *Malgarejo* being thus denied redress in the Queen's Bench, issued a fresh writ in the Common Pleas, and Willes, J., on making an order giving him leave to proceed, is reported to have said, "I make this order according to the practice followed since the Act passed, and according to the construction of the Act which I have reason to believe was intended. The superior courts had jurisdiction in such a case before this Act by proceedings in outlawry. They have such jurisdiction now on the subject matter confessedly."

But the Court of Queen's Bench does not stand alone in the conclusion at which it has arrived respecting the meaning of the words in question. From *Sichel* v. *Borch* (2 H. & C. 945, 12 W. R. 346), it appears that the Court of Exchequer was at one time at least of a like opinion. This was an action upon a bill of exchange drawn and indorsed in Norway by the defendant, a merchant residing there. It was made payable in London, and was sent by him by post to the firm here, to whom he had indorsed it. They, in turn, indorsed it to the plaintiff for value, and before it was due. At maturity it was dishonoured, and a writ of summons was accordingly issued under the 19th section of the C. L. P. Act of 1852. The defendant applied to have this writ set aside for want of jurisdiction, and the Court (consisting of Pollock, C.B., and Martin, B., Pigott, B., *dubitante*) after taking time to consider its judgment were of opinion that the plaintiff could not proceed in his action. "This statute," the Lord Chief Baron remarked, "has altered the common law; and although we are bound to give effect to the intention of the legislature when clearly expressed, yet, when a new statute introduces a variation of procedure at common law, we ought to extend it no further than it is reasonable to suppose that the legislature intended. . . . Here the cause of action is the *contract and the breach of it*. It does not follow that because the breach of the contract took place in this country, the cause of action arose within the jurisdiction of the superior Courts. We must take into consideration the contract of which there has been a breach." Martin, B. was of the same opinion, and said, "the cause of action means the WHOLE cause of action; and includes the drawing and endorsement of the name of the drawer on the bill, both of which took place in Norway. Therefore the whole cause of action did not arise within the jurisdiction and a breach of it here is not within the operation of this Act of Parliament."

With this judgment in *Sichel* v. *Borch* it is difficult to reconcile a previous decision of the same Court,—to which its attention does not seem to have been called—in *Fife* v. *Round* (6 W. R. 282). This, like the former, was an action upon a promissory note made by the defendant in France, and delivered to the plaintiff there. In the margin of the note, there was written "Payable at Messrs. J. L. & Co., bankers, London." At maturity it was presented and dishonoured. At Chambers, Bramwell, B., made an order, allowing the plaintiff to proceed under the 18th section. To set aside this order, application was made to the Court, but it held that a sufficient cause of action had arisen in England to satisfy the statute. In the course of the argument for the plaintiff it was urged that the contract here was made with reference to something to be done in London; that the words "Payable," &c., being written in the corner made the promise one to pay at the bankers in London if the note were presented there, and that having been presented a cause of action then arose here. Adopting this view, apparently, Pollock, C.B., says, "Being made payable by direction in the margin at the London bankers, a cause of action arose upon its being presented to them, and payment refused." So Martin, B., remarks, "When the bill was presented at the London bankers and was dishonoured, then arose a cause of action in England within the meaning of the statute."

But whatever uncertainty there may be about the decisions of the Court of Exchequer—and we shall presently refer to a more recent case, in which the judges of that Court were divided—on this subject, it must be admitted that there is no dubiety whatever about those of the Common Pleas. Unfortunately, however, its judgments have been as uniformly the one way as those

of the Queen's Bench have been the other. Perhaps the most recent example of that is contained in *Jackson* v. *Spittall*, L. R. 5, C. P. 542, 18 W. R. 1162. In this case the plaintiff sued the defendant, a British subject resident in the Isle of Man, upon an alleged breach of a contract not to endorse a bill of exchange delivered to him as a security. The contract was made in the Isle of Man, and the breach by endorsing it over took place in Manchester. Mr. Justice Brett, in delivering the judgment of the Court (consisting of Bovill, C.J., and Keating, Montague Smith, and Brett, J.J.), referred to the state of the law before the passing of the Common Law Procedure Act, and expressed the opinion that in a transitory cause of action such as this was the Court would have exercised jurisdiction by issuing a writ of distringas and proceeding to outlawry. Under this procedure, he remarks, "there is no trace of any objection ever having been maintained on the ground that there was no jurisdiction unless every fact necessary to be proved in order to support the action occurred within the jurisdiction." Founding upon this, he proceeds to remark that the Act does not "affect to give or take away any jurisdiction, but only to regulate process and practice and pleading in cases *already within the jurisdiction*." With this *primâ facie* argument in favour of the jurisdiction, he considers the main question—What is a "cause of action"? "In the drawing of the Act," he says, "that phrase is made applicable to two subsidiary phrases. If the section were expanded it would read thus:—'That there is a cause of action which arose within the jurisdiction, or a cause of action in respect of the breach of a contract made within the jurisdiction! In the second colleration the phrase 'cause of action' clearly does *not* mean the *whole cause of action* as contended for on behalf of the defendant. Now, if the phrase, when applied to the second subsidiary phrase, does not mean the *whole* cause of action in the sense contended for, can it be properly said to have that sense when applied to the first subsidiary phrase?' . . . The phrase means that which in popular meaning is 'the cause of action,' viz., *the act on the part of the defendant which gives the plaintiff his cause of complaint.*'" We need hardly add that the defendant's attempt to oust the jurisdiction was unsuccessful and that the plaintiff was allowed to proceed with his action.

Next to *Cherry* v. *Thomson*, the most recently reported case is that of *Durham* v. *Spence* (L. R. 6, Ex. 46, 19 W. R. 162), in which the facts were somewhat similar. The defendant had made a promise of marriage whilst both parties were residing abroad. Both afterwards came to England, when the defendant wrote a letter to the plaintiff renouncing the contract. He then left the country, and was served with a writ under the provisions of the 18th section. He moved to set it aside, but a majority of the Court held that it was rightly issued. Pigott and Cleasby, BB., expressed their approval of the grounds of the decision in *Jackson* v. *Spettall* (*sup.*), and were of opinion that the cause of action was as similarly defined by the Court of Common Pleas, the act or omission constituting the violation of duty complained of, and creating the necessity for bringing the action. Martin, B., while attempting to justify his previously expressed opinion on this clause in *Sichel* v. *Borch* (*sup.*), thought that a cause of action had arisen in this country because that the contract here was "a contract continuing until breach, and therefore subsisting between the parties whilst both were in England when the breach was committed." From this reasoning of Mr. Baron Martin, and from the opinions of the rest of the Court, the learned Lord Chief Baron (Kelly) entirely dissented. He approved of the decisions in *Allhusen* v. *Malgarejo* and *Sichel* v. *Borch* (*sup.*), and proceeded to remark:—"If, as is required by the opposite construction, the words 'cause of action' are to be read as equivalent to the words 'breach of contract,' I can see no reason why, inasmuch as the latter words are used in the second branch of the alternative, they should not also have been adopted in the first, instead of the ambiguous phrase, 'cause of action.' But further, it appears to me contrary to the plain and ordinary meaning of the terms to say that the act which merely *completes* the cause of action *is* the cause of action. . . . To make up a cause of action it is necessary to import the preceding contract, and the cause of action can only be said to arise when both parts of it take place." He then enlarges on the inconvenience and injustice of bringing into our Courts a foreigner unacquainted with our process, and having no connection with this country, save that a contract which he has made in his own has, perhaps accidentally, been broken here. "By the ordinary rules of international law," he continues, "the contract is to be regulated by the law of the country where it is made; but according to this (the opposite) view the matter is to be judged and determined, not in that country whose law is to be administered, but in this country, where that law is unknown, only by reason of the plaintiff being entitled to require performance here."

In the arguments employed by the learned Lord Chief Baron in this case there is much that commends itself to the dictates of common-sense; but amidst such a conflict of opinion who shall be bold enough to decide what is the real meaning of the phrase, "a cause of action"? It may, at any rate, be of service to some of our readers to have the various rulings epitomised, as we have now endeavoured to do, and in a case of doubtful jurisdiction we need hardly suggest in which of the three Courts they ought to commence proceedings.

RECENT DECISIONS.

EQUITY.

PURCHASE AT AUCTION.—MISTAKE.

Torrance v. *Bolton*, V. C. M., 20 W. R. 718.

This is not a case involving any new and important point of law, but it is worth noticing as a matter of practice. It is hardly necessary to cite authorities to prove that when a sale by auction is to take place, plans and particulars must not be calculated to mislead bidders to their disadvantage; indeed, a state of circumstances which in general would create constructive notice *aliunde*, is not held to bind purchaser, if there was a misdescription in a plan or particular calculated to mislead him *ab initio*. So, for instance, in *Dyke* v. *Blake*, 4 Bing. N. C., 463, where a lot was sold subject to the same rights of way as were enjoyed under the leases of certain houses, but a plan was shown which contained no trace of any such right of way; a purchaser was held not bound by the sale, though a lease was produced at the sale, because it was considered that a bidder might be misled by the plan. Again, there were the two well-known cases of *White* v. *Bradshaw*, 16 Jur. 738, the (Regency-square case), and *Stanton* v. *Tattersall*, 1 Sm. & G. (the Pall Mall case), in each of which a house was described as situated in a named and important address, whereas in reality it was by no means situated as the purchaser imagined, being in the former case round a corner, and in the latter up a passage. In the former case the purchaser was held to his bargain, in the latter not; and Mr. Dart, in his work on Vendors and Purchasers, reconciles the two authorities by the consideration that in the Regency-square case there was a mere decription of the house by its name, while in the Pall Mall case the ordinary description was embellished. In the case before us property sold by auction was subject to mortgages, which were not alluded to in the particular. That by itself would, of course, have been a misdescription entitling a purchaser who bought from the particular to rescind his contract; but there was this further circumstance—the incumbrances were mentioned in the conditions of sale, but the conditions were not published, but were only

read by the auctioneer at the auction, and the purchaser, who was deaf, declared that he did not hear them. If the case only depended on the purchaser's deafness, he must, we think, have been content to be himself the sufferer for what he failed to learn by reason of that infirmity, but the Court could fairly point to the particular as calculated to mislead him from the first, and put him off inquiry; and the decision was that the purchaser was entitled to rescission, with the consequential relief of a lien on the estate for his deposit and costs of suit. The decision is only a decision on facts, but, as we have said, it is worth noticing; and we agree with the Vice-Chancellor in his observations that the practice of only publishing the conditions by the mouth of the auctioneer at the sale is a bad and inconvenient one.

Jurisdiction as to Compromises with Contributories.

Re East of England Banking Company v. *Pearson's Case*, V.C.M., 20 W. R. 352, L. J. *ib.* 394.

The 159th section of the Companies' Act, 1862, enables the official liquidator, *with the sanction of the Court*, to effect compromises with the contributories. The plain meaning of the section we take to be this, that the compromise shall emanate from the liquidator, and shall be approved by the judge in chambers. In the above case the Vice-Chancellor had directed the liquidator to accept the offer by a contributory of a composition which the liquidator subsequently had reason to consider as inadequate, and he accordingly moved to discharge the order, on the short ground that the Vice-Chancellor had no jurisdiction under the Act to direct him to accept any offer from a contributory. The Vice-Chancellor said that he could not read the Act as excluding his discretion to direct the acceptance of any compromise he thought right, but the Lords Justices considered what we have already called the plain meaning of the section as the correct one, and held that the Court had no jurisdiction to direct a compromise, or do anything more than sanction a compromise emanating from the liquidator. It would be strange indeed if the Court possessed the jurisdiction to compel a compromise in a matter which it certainly does not possess in a cause. In *Re International Contract Company* (20 W. R. 206) Vice-Chancellor Wickens took the same view of the meaning of the section, holding that the Court had no jurisdiction at the instance of a creditor to compel the liquidator to accept a compromise, although assented to by a majority in number and value of the creditors, which involved the admission of claims disputed by the liquidator.

COMMON LAW.

Stamp Duty.—Double Duty.

Limmer Asphalte Paving Co. v. *Commissioners of Inland Revenue*, Ex., 20 W. R. 610, L. R. 7 Ex. 211.

A bold attempt was here made by the Stamp Office to treat an agreement to supply goods for sale within a limited area, with an obligation upon the vendors on the one hand to supply no other person within that area, and on the purchaser upon the other hand to buy from no one else for sale within that area, as a conveyance of property. It had no doubt been held that rights of an intangible kind (if the phrase may be allowed) such as the goodwill of a business or a policy of assurance, are "property" within the meaning of the Stamp Acts; and if the instrument in question had been an assignment of the benefit of this contract, those cases might probably have applied. But the vice of the argument for the Crown lay in attempting to apply them to the instrument by which the right was created. To warrant this position it should have been shown that a policy itself had been held to be an instrument conveying property.

A point of more general interest, but one equally clear, or indeed more clear, lay in the attempt to fix a second duty on the instrument by reason of its containing a covenant for the payment by instalments of the consideration for this bargain. Before the late Act no doubt could have existed on this point, but the 72nd section of the Stamp Act, 1870, is express in exempting from a second duty an instrument which besides providing for payment of the purchase-money by periodical payments, also contains a provision for accruing such periodical payments.

Double Administration—Chose in Action of Deceased Wife.

In the Goods of Mary Anne Harding, Prob., 20 W. R. 614.

The precise point here in question had, we believe, never been decided, although the cases of *Fielder* v. *Fielder*, (3 Hagg. Eccl. 769), and *In the Goods of Sowerby*, 2 Curt. 852 (which was not cited), went very near to it, and the question, no doubt, would have been generally answered in accordance with the decision here pronounced. A husband survived his wife, who was entitled to a reversionary interest in personalty, which fell in only after his own decease. It was attempted to obtain administration to the wife without first taking out administration to the husband, and this it was held could not be done. Even whilst the old practice prevailed of granting administration to the next of kin of the wife, when the husband had died without administering to her, the husband was nevertheless beneficially entitled (*Humphrey* v. *Bullen*, 1 Atk. 458; *Elliott* v. *Collier*, 3 Atk. 526), and in the above-cited cases the Court of Probate altered the old practice in conformity with the general rule of making the grant follow the interest. The ground on which it was sought to distinguish the present case is not very clear. It is true that the *chose in action* not only was not, but could not have been reduced into possession by the husband; but it is plain that this can make no difference; the beneficial interest was in him by survivorship, and therefore the devolution was through him; and it necessarily followed that it was only the representative of his estate who could apply for administration to the wife. In the present case the person applying for administration to the wife was the person entitled to administration to the husband, but to have made the grant asked for would have implied that it should also be made if the persons were different.

REVIEWS.

Notes of Cases extracted from the M.SS. of Sir Samuel Romilly, with Notes by Edward Romilly, of Gray's-inn, Barrister-at-Law. London: Maxwell & Son.

It seems that among the papers left by Sir Samuel Romilly were eight duodecimo volumes, entitled "Notes of Cases in Equity," containing more than eight hundred reports of cases, some very shortly reported, and others at considerable length. The greater part of the notes appear, as the editor's preface informs us, to have been made by Sir Samuel Romilly himself, and related to cases decided during the period 1779—1794; some, of course, are now obsolete, but many others are still important and interesting, and adapted to be made the texts, in the form of "leading cases," for an account of the subsequent devolution of the law. Mr. Edward Romilly, who is a grandson of Sir Samuel, has made a selection of these cases, and is publishing them, adding to each his own notes, after the fashion of the commentaries appended to the leading cases in "Smith" or "White and Tudor." The work is being published in parts, of which the *brochure* before us, which is of about the size of a smallish number of the "Law Reports," is the first instalment.

The first case given is *Foley* v. *Burnell* (reported 1 B. C. C. 274), which, as the reader remembers, is an important case on "heirlooms," or, to speak more correctly, on the effect of limitations, by which it is attempted to tie down articles of personalty, as far as possible, to the limitations imposed on realty limited in strict settlement. Mr. Romilly has added a useful note of thirty pages, in which

an account is given of the general and subsequent decisions on the topic, including the important cases of *Christie* v. *Gosling* and *Harrington* v. *Harrington*. Thirty-one other cases are comprised in the present instalment. The cases seem well selected, and the notes carefully done.

Gilmour's Commercial Guide in Bankruptcy: a Commercial Guide in Bankruptcy and Liquidation under the Bankruptcy Act, 1869. By JOHN GILMOUR, Barrister-at-Law. London: Longmans & Co.

This, as its title indicates, is a book intended for commercial men, and not for lawyers, and the author has acted wisely in not endeavouring to combine two inconsistent functions. He has in effect broken up the Act and rules, and re-arranged them in the form of a practical treatise for non-legal men, adding in a preliminary chapter some account of the Act, and pointing out wherein its scheme differs from the Scotch system. There is also a copious addition of forms. The task has been well done so far, but we think that information should have been given on some of the main points of judicial decision, such, for instance, as that on injunctions against execution creditors. We do not mean that references need have been given to reports, but that a few lines should have been added by way of notice of the views which the courts have adopted in administering the Act.

Notes on Liquidations and Compositions under the Bankruptcy Act, 1869. *Showing the Law affecting Execution Creditors and Injunctions, with all necessary sections of the Act, Rules, Forms, and Authorised Costs.* By G. MANLEY WETHERFIELD, Solicitor. Second edition. London: Longmans & Co.

This is a second edition of Mr. Wetherfield's little account of liquidations under the Act of 1869, but with the addition of some account of the principal decisions respecting executions, and so forth.

The Law Relating to Vaccination; comprising the Vaccination Acts and the Instructional Circulars, Orders, and Regulations issued by authority, with Introduction, Notes, and Index. By DANBY P. FRY, of Lincoln's-inn, Barrister-at-law, Inspector under the Local Government Board. Fifth edition. London: Knight & Co.

Lawyers and others wanting the whole law and practice of this subject bound up in one handy volume will find it in Mr. Fry's useful and well-known work. Of the new edition, we need only say that it is accurately posted up in everything, including decided cases.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

March 13.—*Re the Medical Invalid and General Life Assurance Society. Allen's Case.*

Life assurance company—Amalgamation of companies—Winding-up—Policy—Novation of contract—Bonus—Bonus circular.

After the amalgamation of the M. Assurance Co. with the A. Assurance Co. a policyholder of the M. Co. received a circular from the New Co. offering him four methods of receiving a bonus, and informing him that if no reply were received from him by a particular date the amount would be added to his policy. He sent no reply, and was consequently

Held to have placed himself entirely in the same position as if he had accepted a sum of money from the A. Company.

This was a claim by Mr. Allen on a policy for £5,000 granted to him in 1851, in India, by the Medical Invalid, &c., Society. In 1854 he received notice that a bonus of £251 14s. 3d. had been added to the policy. In 1860-61 the Medical Invalid Society became amalgamated with the Albert Company, but no notice was received by Mr. Allen of the amalgamation, and he stated in his affidavit that he never knew anything about the amalgamation. In 1863 a bonus was declared by the amalgamated company, then called "The Albert Medical and Family Endowment Life Assurance Company," and a circular announcing the bonus was sent to Mr. Allen. This circular was the same as that sent in *Werninck's case*, 15 S. J. 767. It was headed "Albert Medical and Family Endowment Life Assurance Company," and it gave him the option of receiving his bonus in four different ways, and then it further said, "Should I not hear from you before the 31st August next, it will be assumed that you adopt the first of the preceding modes, and the sum named under No. 1 will accordingly be added to the sum assured." Annexed to this circular was a report of the proceedings of the last annual meeting of the Albert Company. Mr. Allen took no notice of this circular. He paid his premiums through his agents, the Oriental Bank, to the Albert Company, and the receipts were ultimately ordinary Albert receipts with letters in the margin identifying the policy. On the winding-up of the two companies in 1869, Mr. Allen sent his claim on his policy against the Medical Invalid Society.

In his affidavit Mr. Allen stated: "I had observed changes in the form of the receipts for the premiums on the policy on my life to which since the said winding-up order my attention has been drawn particularly, but I never believed that these changes referred to any alteration in the position of the Medical Invalid and General Life Assurance Society to myself, and frequently after the time at which the first of such receipts bears date, I had interviews with Mr. P. M. Tait, who had founded the Medical Invalid and General Life Assurance Society's Branch in Calcutta, and who told me that he was managing the Indian business in this country (which I believed to mean the Indian business of the Medical Invalid and General Life Assurance Society), and on my asking him when there was likely to be a second bonus, he told me that the Society was flourishing and that a second bonus would soon be paid, and it never occurred to me that there had been an amalgamation between the before-mentioned society and company, so that my position as a policyholder in the Medical Invalid and General Life Assurance Society had in anywise been affected, and Mr. Tait in no way ever mentioned to me that there had been any change in the state of the last-mentioned society. When I received the bonus circular referred to in the printed case presented in the above matters, and relating to my said claim, and which circular was headed 'Indian Medical Policy, No. 2,' I believed that it referred to the second bonus which Mr. Tait had mentioned, and which the Medical Invalid and General Life Assurance Society had been expected long before to declare, and it did not in any way occur to me that it was a bonus out of profits made by the Albert Life Assurance Company, but that it was out of the Medical Invalid and General Life Assurance Society's profits."

Marten, for Allen.—This differs from *Werninck's case* (*ub sup.*) where the receipt of the circular was acknowledged Here no notice was taken of it.

[Lord CAIRNS.—It depends on what the circular is. If a circular requires an answer, and is not answered, you may found an argument upon it; but if a circular goes to a man who is expecting a bonus, and it is said in it: "There are different ways of applying your bonus, and if I do not hear from you that you like to have it in a particular way, I will apply it in such and such a way,"—if he does not not answer that, he must take the consequences.]

Lemon, for the Medical Invalid Society, was not called on.

Lord CAIRNS.—This gentleman admits that he received the circular with regard to the bonus. He does not suggest that he did not read it, but rather implies that he did. He does not suggest that he repudiated it, he rather implies that he accepted the bonus. But he puts this construction on it, that he thought it was a bonus coming from the Medical, and not from the Albert. In point of fact he did not answer the circular. But that was one of the events that was contemplated on the face of the circular, namely, that it might not be answered, and the person to whom it is addressed is told that if it is not answered by a particular date, the amount of the bonus will be added to the sum ultimately payable on his policy. He not answering that circular, which he was perfectly at liberty not to do, that course which he was informed would be taken, was taken.

* Reported by Richard Marrack, Esq., Barrister-at-Law.

and the sum mentioned in the letter was added to his policy, and has become permanently attached to his policy. In point of fact, therefore, he is just in the same position as if he had received a certain sum of money out of the assets of the Albert Company, because the assets of the Albert Company have been made liable to pay to him the sum mentioned in the letter, and the circumstance that they would be so liable was stated in the letter, and the Albert Company would, of course, be unable to repudiate that, or to refuse, if it were solvent, to pay 20s. in the pound on the bonus added to the policy.

Then how is that bonus, or the receipt or dealing with the bonus, attempted to be got rid of by the claimant? He says this, when he received the bonus circular he believed it referred to the second bonus, which he states Mr. Tait had mentioned and which the Medical had been expected long before to declare, and it did not in any way occur to him that it was a bonus out of profits made by the Albert, but that it was out of the Medical profits. But can a gentleman be heard to say "I read over a letter and I put just the opposite construction on that letter from that which it bears according to its plain expression?" If a statement of that kind now made on affidavit after the difficulty has arisen, when there is every motive to rank against the Medical, is to be accepted, Mr. Allen's claim must succeed, but I cannot deal with his statement in that way. I must look at the paper itself, and if it conveys fair and reasonable information to anyone of what was being done, I must hold it to be sufficient. I ought to preface any reference to the circular by this observation, that this gentleman says that he had observed changes in the form of receipts for the premiums on the policy on his life, to which, since the winding-up order, he says his attention has been drawn particularly. He had seen them before. The changes were extremely remarkable, because, beginning with receipts in the proper form in the Medical Company, the next thing we find is that a change is made on the face of the printed form of the Medical, and made by pen and ink in a way to attract attention, putting "Albert and" before "Medical"—"Albert and Medical Life Assurance Society," striking out the address of the Medical, and putting 7, Waterloo-place, Pall-Mall; and then in place of saying that the premium was paid according to the tenour of policy above enumerated and issued on the life of Charles Allen, which was the old form, there is this interlined, "according to the tenour of policy above enumerated by the Medical Invalid and General Life Office." Then after two half-yearly payments comes the printed receipt of the Albert Medical and Family Endowment Life Assurance Company, stating that the policy had been originally issued by the Medical Invalid and General Life Assurance Society. And then after some more receipts in that form there is another variation; it is "Albert Life Assurance Company," where they drop the name of the Medical, and so it finally becomes "The Albert Life Assurance Company, 7, Waterloo-place, Pall Mall, London. Received per cheque for the renewal of policy mentioned in the margin," and then there is the number of the receipt, 2220 M, policy No. 2. Then there is the sum assured. At a time before the adoption of that final form of receipt, and when the penultimate form was in use, he having, as he said, observed those changes, gets the bonus circular. What is written in ink at the head mentions the policy in a way to convey to the mind of anyone that it was mentioned for the sake of identification only. It is a circular from the Albert, Medical, and Family Endowment Life Assurance Company. It begins by saying that there is a report annexed; it is not merely annexed, but it is printed on the same paper in the most specific way, a regular report of the proceedings of a meeting of the Albert Company, coupled with the advertisement of all the advantages of the Albert, Medical, and Family Endowment Life Assurance Company. The meeting goes into the question of the assets leading up to the declaration of the bonus, showing how the bonus was to be applied, and the circular is in accordance, asking the holder of the policy how he would like to have this bonus—which no person can doubt on reading over the letter, is to be paid out of the assets of the Albert—applied. He knew it was a declaration of a bonus, but he chose to think it was a bonus out of the assets of the Medical. There would be an end to all safety in dealings between mankind if a person getting a plain and intelligible letter were afterwards to be at liberty to say, I thought it meant something perfectly different from what it obviously does mean. If the position of things had been reversed, and the Albert had been the prosperous, and the Medical the non-prosperous company, the Albert would not have had a word to say in opposition to this claim. I, therefore, refuse the application, and I must refuse it with costs.

Solicitors, *Walker, Kendall, & Walker; Norris, Allens, & Carter.*

COURT OF CHANCERY.

MASTER OF THE ROLLS.

June 24.—*Procter* v. *Gregg.*

Voluntary deed—Power of revocation.

This was a suit by R. H. Procter to set aside an irrevocable deed of gift, executed by him in March, 1866, in favour of his nephew the Rev. E. G. Procter (since deceased) and his children, alleging that he was induced to execute such deed by his then solicitors, Messrs. Gregg, of Kirkby Lonsdale, in ignorance of its true purport and effect, and that he never intended to sign an irrevocable deed.

Roxburgh, Q. C., and *Freeling*, for the plaintiff; the *Solicitor-General, Lopes, Q. C.*, (Common Law Bar) and *Rowcliffe* for Messrs. Gregg; *Sir R. Baggallay, Q. C., Southgate, Q. C., J. Hamilton Humphreys, Daniel Jones, Ingle Joyce*, and *Procter*, for the defendants.

Lord ROMILLY, M.R., said that the plaintiff was a gentleman upwards of eighty years of age and of infirm health, who for several years had occupied himself in making deeds of gift of his property. He had succeeded in February, 1866, in setting aside a former gift (*Procter* v. *Robinson*, 14 W. R. 381, 15 W. R. 138,) and in March, 1866, he executed the deed which he now sought to set aside; and since the filing of the present bill he had executed several other deeds of gift which were to take effect if the present suit were successful.

After a careful perusal of the evidence his Lordship thought it was established that the plaintiff was well aware of the character and object of the deed in question at the time when he executed it, and that he intended that it should be irrevocable. The plaintiff was a very foolish old man, who was liable to be overpersuaded by those about him, and his Lordship thought that it was wise of him to settle his property irrevocably, as the only means by which he could prevent the importunities of his relatives. Much had been said of the conduct of Messrs. Gregg, who had been the plaintiff's solicitors for twenty-five years, and one of whom was connected with him by marriage; but his Lordship could see no reason for impeaching their conduct in this matter; and they took no benefit under the deed of gift. All that could be said was that, the plaintiff had changed his mind since he signed the deed, but what of that? He was apt to change his mind, and that was why, no doubt, he made the deed irrevocable.—Bill dismissed with costs.

The Annual Dinner of the Sheriffs of London and Middlesex to the judges took place at the Freemasons' Tavern on Thursday evening; about 350 guests were present, including Malins, V. C., Lush, Mellor, Quain, and Grove, JJ., and many leading members of the Bar and the House of Commons. V. C. Malins and Mr. Justice Mellor responded to the toast of "The judges," and Mr. Hinde Palmer and Mr. Digby Seymour returned thanks for the Bar.

The appointment of successors to Messrs. Capron & Co., as solicitors to the Board of Guardians of St. George's, Hanover-square, was considered at a meeting of that body on Wednesday last, when the voting was remarkably close. The chairman proposed Messrs. Nicholson and Herbert, of 23, Spring-gardens, and the resolution was seconded by Colonel Haygarth. As an amendment, Mr. White moved, and Mr. Doughty seconded, the appointment of Messrs. Rogers and Sons, of Westminster. This amendment being lost by two votes, Mr. Hardcastle then moved a further amendment, proposing the appointment of Mr. Wm. Joseph Fraser, of Dean-street, Soho, and Mr. Berry seconded. The voting being equal, a division was called for, and the same result took place. The chairman decided the matter by giving his casting-vote in favour of Messrs. Nicholson and Herbert, who are now the solicitors to the Board.

APPOINTMENTS.

Mr. WILLIAM JOHN PAYNE, barrister-at-law, has been elected, by the Court of Common Council, to be coroner for the city of London and borough of Southwark. The new coroner, who can claim a descent from Oliver Cromwell, is the eldest son of the late Mr. Serjeant Payne (who held the coronership of London, from 1829 till his death on the 25th February last), by his wife Kezia, daughter of Mr. Temple, of Dulwich Grove. Mr. Payne was born in 1822, and was called to the bar at Lincoln's Inn in June, 1844; he soon after joined the Norfolk Circuit, and has attended the Aylesbury, Ipswich, and London sessions. Since 1849 he has acted as deputy-coroner to his father; he is also counsel to the Southwark Court of Record, to the Post-Office and to the Mint, and a revising barrister. Mr. Payne was appointed Recorder of Buckingham in February, 1866, and was nominated High Steward of Southwark soon after the death of his father. The Payne family have for some centuries been settled at Bexley, in Kent.

Mr. ROBERT HARFIELD, solicitor, of Southampton, has been appointed Coroner for the county of Hants, in succession to Mr. J. H. Todd, deceased. Mr. Harfield was admitted in 1840, and was formerly joint-clerk, with the late Mr. Edward Coxwell, to the New Forest Union, and superintendent-registrar of the Southampton district.

Mr. GEORGE D. FREEMAN, solicitor, of 44, Bedford-row, has been appointed a Commissioner to take oaths, &c., on both sides of the Court of the Vice-Warden of the Stannaries.

GENERAL CORRESPONDENCE.

LIQUIDATION BY ARRANGEMENT—COMMENCEMENT OF TRUSTEE'S TITLE.

Sir,—It was quite settled under the law prior to the Bankruptcy Act, 1869, that the assignee's title under a bankruptcy instituted by debtor's *own petition* had no relation back to any prior act of bankruptcy. This was not in consequence of any express provision in the Bankruptcy Acts, but of judicial decision; the reason, I presume, being that the debtor could not initiate proceedings to prejudice, affect, or set aside his own prior acts. The point was last decided in *Jones* v. *Harber* (L. R. 6 Q. B. 77). So that if a debtor gave a bill of sale for a pre-existing debt, and subsequently filed, a petition in bankruptcy it was not an act to which the title of the assignee would relate.

The question now arises whether under section 125 of the Bankruptcy Act, 1869, on a petition for liquidation, followed by the appointment of a trustee, the trustee's title relates back, as in bankruptcy, which relationship is, by section 11 of the Act, referred to the act on which the order of adjudication is made, or to any act committed within twelve calendar months next preceding the date of the order of adjudication.

By sub-section 7 of section 125 the trustee under a liquidation is to have the same powers and perform the same duties as a trustee under a bankruptcy, and the property of the debtor is to be distributed as in bankruptcy, and all the provisions of the Act, *so far as applicable*, are to apply to the case of a liquidation by arrangement.

In section 6 of the Act there are six acts of bankruptcy specified—(1) a general assignment; (2) fraudulent conveyance; (3) departing out of England, remaining abroad, or keeping house; (4) declaration of insolvency; (5) in case of trader, execution, and sale for £50; and (6) debtor's summons.

Now, it strikes me that supposing a bill of sale for a pre-existing debt were executed the day before the petition, the trustee's title would not relate back to it, and for the following reasons:—

If the trustee's title related back to act No. 2 it would also relate back to any one or more of the other sections, so that *by his own petition* a debtor could initiate proceedings under which could be set up the fact of his departing the realm, or keeping house, or any other wrongful act of which he might have been guilty, providing it were an act of bankruptcy, and rights of third parties, subsequently acquired with notice, avoided and questioned. This would certainly be inconsistent with the law prior to the act, and I have no hesitation in saying that, for the same reasons, and on the same arguments, the law as applied to the title of a trustee under a liquidation should be the same as that applied to the doctrine of relation under a bankruptcy, prior to the Act, commenced by the debtor's own petition.

It has been held in cases to be presently noticed that the appointment of a trustee under a liquidation is equal to the filing of a bankruptcy petition, and that the filing of the liquidation petition is equal to the act of bankruptcy on which the adjudication (supposing it were in bankruptcy) took place. If this is correct, the act of bankruptcy in liquidation would be No. 4, declaration of insolvency—the debtor declaring himself to be unable to pay his debts. The form of petition only embraces this. The debtor has no power to file a similar petition alleging any other act of bankruptcy. If he did, no adjudication—or what is equal to it in liquidation, the appointment of trustee—could be made.

In the cases of *Ex parte Todhunter* (39 L. J. B. C. 17) and *Ex parte Veness, re Gwynn* (39 L. J. B. C. 23), although the very point was raised and argued, the Court in each declined to decide it.

But in *Ex parte Duignan* (19 W. R. 711, 40 L. J. 32, affirmed on appeal 19 W. R. 1127, 40 L. J. 90), in which it was argued by execution creditor that trustee's title related only from his appointment, but by trustee that it related to date of petition, the Chief Judge says—"By section 11 the doctrine of relation is put on a plain and intelligible footing, and to commence *at the time of the act of bankruptcy being completed* on which the order is made adjudging the debtor to be bankrupt, and I hold it to be unquestionable that from the moment at which a debtor files a petition in form 106 he has done an act which is available against him for adjudication. If adjudication had ensued, as it might have done, the title of the trustee would have had relation to the time *at which the petition was filed, that being the only act upon which the petition could be founded.*" Meaning, undoubtedly, that it could not relate to any act mentioned in section 6, because on no such other act could a liquidation petition be founded.

In *Ex parte Rock, re Hall* (40 L. J. 72, 19 W. R. 1129), decided immediately after *Duignan's case*, and in which it was cited, and in which the same arguments were used, Lord Justice Mellish says, "The title of the trustee must relate back, as in the last case (Duignan's), *to the presentation of the petition and no further, and he must take subject to the remedies of those who had a prior title.*"

These two last-mentioned cases seem to me to decide the point clearly, that the trustee's title has no relation except in time of filing petition; if so, then it appears to me that it would not relate to a fraudulent conveyance executed the day before.

I have raised the point in your columns, because I think it important and worth consideration; and shall be exceedingly glad if you or some of your correspondents can find time to discuss it. A. B.

[The question raised by our correspondent is undoubtedly one of great importance. It is also, in our judgment, one of great difficulty, as to which it is quite impossible at present to predict the solution which may ultimately be reached. We are not inclined to attach as much weight as "A. B." does to the language used by the judges in the cases he cites; because the point now in question does not seem to have arisen, and probably was not present to the minds of the judges, in those cases. And having regard to the reasoning upon which the old rule as to bankruptcy on a debtor's own petition was founded (*Stevenson* v. *Newnham*, 13 C. B. 285), we question whether the analogy thence derived is of much assistance. The fact is that, in dealing with such questions as this, the Lords Justices seem fully to realise that it is hopeless to attempt to make anything out of the Act as it stands; and with a salutary boldness they lay down the law in the way they think wisest, without much regard to, sometimes in defiance of, the actual words of the Act. We do not find fault with this; any other course would probably have led to a simple dead-lock. But it makes it hard to anticipate their decision upon any new point.—ED. S. J.]

DISCLAIMER OF LEASES IN BANKRUPTCY.

*** The suggestion made by our correspondent "A Solicitor" at p. 636 is extremely ingenious, and we should like to see it practically tested. He must remember, however, that he cannot insist on having an unusual clause added to an instrument of daily occurrence, however beneficial to his client the insertion of the clause may be, and however slight risk of harm to the other parties to the deed would arise from its insertion. However, the insertion of the proposed clause could hardly hurt the assign. But has our correspondent satisfied himself that he can bind the lessor by a clause such as that proposed?—ED. S. J.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 21.—*The Parliamentary and Municipal Elections (Ballot) Bill.*—Report of amendments.

An amendment by the Marquis of Ripon in clause 3—rendering a returning officer or clerk guilty of improper practices with regard to nomination and ballot-papers liable to a *maximum* punishment of two years' hard labour—was agreed to.

An amendment by the Marquis of Ripon in clause 16—providing that the poll should close at 7 p.m. between the last day of March and the 1st of October, and at 5 p.m. during the rest of the year—was agreed to.

Lord Shaftesbury moved a modification of his public-houses closing clause that their lordships rejected on the 17th; he now proposed that no publicans should be allowed to sell liquors between twelve at noon and the close of the polls, except to *bonâ fide* travellers or their own lodgers.—Lord Kimberley, the Duke of Richmond, and Lord Chelmsford opposed the clause, which was negatived by 37 to 15.

An amendment by the Marquis of Ripon to clause 17—providing that if any person shall be proposed as a candidate without his consent, the person so proposing him shall be liable to defray his share of all the expenses in like manner as if he had been a candidate himself—was agreed to.

June 21.—The *Limited Owners' Improvements Bill* was, after some discussion, read the second time, on the motion of Lord Salisbury, who described it as a bill to enable limited owners to spend their own money on the estates without losing it. Any limited owner who desired to erect any building—except his own house—would simply have to register the improvement in the office of the Enclosure Commissioners. He might leave the value of the improvement to younger children. When he died, if the possessor of the estate disputed the payment, the bill provided a simple way in which the issue between the parties should be tried. The possessor was only to pay for what was an improvement when he entered into possession of the estate.

June 25.—The *Parliamentary and Municipal Elections (Ballot) Bill* was read the third time, an amendment to the contrary, moved by Lord Denman, being negatived without a division. On the question that the bill do pass, Lord Bristol moved a long clause introducing a scheme for the introduction of voting papers. This was opposed by Lord Ripon, and having been negatived without a division, the bill passed.

The *Review of Justices' Decisions Bill* was read the second time.

HOUSE OF COMMONS.

June 21.—*The Law Officers of the Crown.*—On the order for committee of supply, Mr. Fawcett called attention to the Treasury minute recently issued relating to the remuneration of the Law Officers of the Crown, and moved that, "Considering the inconvenience which results from there being in Parliament no minister of justice or other official who should be able to give his undivided attention to law reform, and to the various legal questions affecting the administration of public business, this House is of opinion that it would be inexpedient for the Treasury Minute to continue in operation beyond the time when the present law officers of the Crown should remain in office." Nothing was farther from his intention than to assert that the present Attorney or Solicitor General had done anything which had not been done by their predecessors or would not be done by their successors; his object was to direct attention to a great administrative reform. He did not raise the question in a spirit of pettifogging economy. What had the law officers of the Crown to do? Taking first their public functions, they were primarily responsible for introducing measures of law reform into that house. If a great measure of law reform was to be brought in, it must be either by the Attorney or Solicitor General. Again, they were the legal advisers of the Government—a position involving most important duties. If an old treaty was to be interpreted the Government had to rely on the advice of their law officers; if a new treaty was to be framed, the Government had to depend on their law officers to point out its exact legal bearings. If certain acts had to be done which might perhaps decide whether or not we should go to war, the law officers of the Crown were constantly ready to give advice to the Government as to the legality or illegality of these acts. Further, they had to be legal advisers not only of the Government, but also of that House. It very often happened that measures were introduced involving difficult questions of legal interpretation. On legal points—with which men like himself felt themselves incompetent to deal—they wanted an authoritative decision; and to whom were they to look for it but to the legal advisers of that House? The law officers of the Crown had likewise to perform the duties of public prosecutors; they had to determine for the Government, for instance, if a great commercial fraud had been committed, whether it was the duty of the Government to undertake a prosecution or not; and probably also the Government had to appeal to them for assistance when it had to decide whether or not it was wise to exercise the prerogative of pardon. And in addition to this they had to appear in court as advocates whenever the Government had any contentious business; and they also generally filled, as far as private practice was concerned, a leading position in a profession which was admitted to be one of the most onerous and exhausting in which a man could engage. The practical inconveniences of that system were patent. During the last fortnight the country had been passing through a great crisis in connexion with the negotiations respecting the Washington Treaty. And just when the Government required all the aid of their legal advisers, those gentlemen were absorbed in their private practice. Again, the Public Prosecutors Bill was discussed last Wednesday for four hours, but during the whole of that discussion the Attorney and Solicitor-General were both absent. The law reports of the following morning told them that the Attorney-General had been engaged in a private suit—a great will case. If an advocate spent six hours a day in court, how many more must he spend in getting up evidence, reading his briefs, and otherwise preparing himself to do his duty towards his client? And how was it possible for him to find sufficient time to attend to his public duties? The only chance of carrying any systematic measures of law reform through the House was by those who had charge of them devoting to their preparation great, continuous, and anxious labour. It might be alleged that the House itself was the great obstacle to law reform, because it refused to assist in passing such a measure. But the shortest experience in the House of Commons showed that those bills passed most quickly which were introduced by members having the confidence of the House, and nothing inspired confidence so much as a belief that the measure introduced was the result of careful, anxious, and continuous labour. But the present system was not only inconvenient, it was extremely costly. As a remedy, he suggested the appointment of a Minister of Justice, whose duties should be administrative and legislative, who should draught bills, control the law reports, and devote himself systematically to law reform; who should represent the Government in Parliament, discharge the duty of public prosecutor, and control provincial subordinates in that respect. To him, also, should be entrusted the prerogative of pardon. Such a position would gratify the ambition of most capable men. It was not necessarily the fact that the best advocate, having the largest private practice, would fill the post with most advantage to the public. The necessary qualifications might co-exist with great rhetorical

powers, but this would be an exception. Such an officer as the legal member of the Council of the Governor-General of India was what was needed—a position which had been filled by the most eminent jurists of our own country, Lord Macaulay and Sir Henry Maine, neither of whom had practised in the courts. The salary attached to this office was £8,000 a year without pension, and in cases where the person holding the office had retired from ill-health, he had invariably returned to his practice. A salary of £12,000 or £15,000 would be ample for the post in this country, with a claim to some easier position on retirement, or a position such as was held by an ex-Lord Chancellor. But the position of a Minister of Justice in this House might be strengthened if there were a permanent Commission sitting outside which should assist him and render him services analogous to those rendered to the heads of departments by their permanent secretaries. If that were done members of the House might be able to refer their bills to this Commission to have their opinion, not upon the policy of those bills, but upon their legal bearings, and in that way we might be saved from one of the greatest opprobriums of Parliament—namely, the passing of Acts which were at variance with other Acts, the consequence of which was that unfortunate litigants found themselves involved in additional doubts and difficulties. If we had such a minister of justice there would not be the smallest reason why the Government, when they wished to appear in court, should not retain for the conduct of their cases the most able counsel. The Government then would not be represented by the Attorney or Solicitor-General, who might be the ablest lawyers in the House or the ablest lawyers who had not sacrificed their claims to office by too much independence. The Government would have an unlimited choice. Again, nothing seemed so anomalous or mischievous, or produced such a bad impression on the public mind, as that the Attorney or Solicitor-General had sometimes to combine what appeared to be the two perfectly contradictory offices of advocate and public prosecutor. The Attorney or Solicitor-General might be retained in a case which, in its progress, might assume an entirely different phase, and then they might be called upon by the Government to decide whether the State should or should not carry on a prosecution. In conclusion, there was one field of legislative activity in which all might unite their efforts. The staunchest Conservative and the most advanced Liberal, the stoutest advocate of Government intervention and the most devoted disciple of *laissez faire*, might combine in carrying out a scheme of law reform which would give to the free energy of this country a better chance of developing itself. They might wish to see the transfer of land rendered cheaper and more expeditious, they might desire to see justice rendered less costly and less complicated, and punishment brought home with greater certainty to the offender, in whatever rank of life he might be. These, and a countless number of instances which he might enumerate, would suffice to show what bountiful blessings a great law reformer might confer on this country.—The Chancellor of the Exchequer opposed the motion, which he said did not agree with the proposer's speech. The result would be a return to the old mode of paying law officers, thus nullifying an economy of £12,000 a year. Mr. Fawcett's view of the functions of the law officers he held to be radically defective; the primary object of a law officer of the Crown was to be the advocate of the Government, to defend it in all the law suits which, owing to the vast quantity of property they administer and the immense number of transactions in which they are engaged, they are concerned in, or in all the suits or prosecutions they may think it necessary to institute. The main object of a law officer was that there should be at the command of the Government the very best legal advice that could be procured. It was desirable, no doubt, that the law officers of the Crown should attend to measures of law reform, and he maintained that they had ever been able and willing to do so. Let anyone look through the scanty list of law reforms which had been passed, whatever the cause of their failure, whether the inability of the Government or any other cause, had they not the assistance of the law officers of the Crown? Who carried through Parliament the Bankruptcy Bill, or what measure or of law reform was carried without the assistance of the law officers? It was far more important to the Government to be able to command the highest legal ability than to be able to command the whole time of any person. The proposal would deprive us of the best legal assistance, and substitute that of men of moderate talent. Moreover the present system was eminently serviceable for filling the chief places on the bench. Those seats were filled by gentlemen who had had seats in this House and filled the offices of Attorney and Solicitor-General. Gentlemen promoted to those high offices had not always been superior in knowledge of the details of law to the puisne judges, but by experience in this House, intercourse with the Government, and participation in important affairs they had acquired an insight into affairs and wideness of view which had tempered the narrow and restrictive tendency of law. A liberality and wideness of view had been thus obtained in our courts, and no greater blow could be struck at the administration of justice than to separate promotion to the higher offices of the law from seats in this House and from political life. The proposal, in short, would only give us an inferior article at a greater price.—Mr. P. Wyndham supported the motion, dwelling strongly on the unsatisfactoriness of the manner in which legislation was now produced.—Mr. V. Harcourt also supported the motion. He believed the time would come when the Government would not jeer at law reform. He would vote with Mr. Fawcett as a protest against the treatment of law reform in this House. Sir R. Palmer came forward with a well-considered scheme for the reform of legal education; the law officers of the Crown successively cold-shouldered it, and shoved it out of the House of Commons. Then in the other House was brought forward a measure for the reform of the appellate jurisdiction, with reference to which it was stated that the Lord Chancellor had not consulted the law officers of the Crown. This was another proof of what the Chancellor of the Exchequer had said, that advising the Government upon law reform was a very secondary part of their duty, and, with the added fact that they were not consulted with reference to the Treaty of Washington, the proposition might be regarded as amply proved. The second measure of law reform attempted this session had gone to a select committee of the House of Lords, from which it would probably never emerge, certainly not in a form in which it was likely to be accepted by the House of Commons. Then in this House the Public Prosecutors Bill had disappeared. This was the end of the chapter of law reform for the present session. We had got the report of the Judicature Commission, formed of the most eminent members of the profession, solicitors as well as barristers, who had unanimously condemned our system of legal administration, showing that we had the ablest administration hampered by the worst system that ever cursed a country, and the greatest expenditure for the most inefficient results. Yet nothing had been done, and nothing would be done. He knew the question of a minister of justice could not be settled except by dealing with the position of the Lord Chancellor, which, like many things which had come down to us from antiquity, was wholly indefensible. That the head of the judicial bench should go in and out of office with the Government, that there were men whom we would choose for the office who were excluded by its conditions, and that it involved a mixture of incongruous functions were matters the reform of which no amount of ridicule could long postpone; and it was only by attracting public attention to them that any pressure could be put upon the Government to deal with them in a practical way. He felt that any scheme dealing with the present question, to be at all satisfactory to the country, must be far larger in its scope than that embraced in the motion of his hon. friend the member for Brighton. It must comprehend not only the reconstruction of the duties of the law officers of the Crown, but those of the Lord Chancellor, and probably of the judges themselves. More ought to be done to separate judicial from political action in that House. The present state of legislation was, he could not help thinking, a scandal to any civilised assembly. Statutes were passed session after session of a character so conflicting as to astonish, he would not say lawyers, but men of common sense.—Serjeant Sherlock did not see the urgency of the case stated by Mr. Fawcett.—Mr. Staveley Hill doubted whether any practical advantage would result from the presence in Parliament of a Minister of Justice.—Mr. Hinde Palmer saw nothing in the motion calculated

in the slightest degree to advance law reform.—Mr. Straight held the motion to be wholly unsatisfactory.—Mr. Denman considered the motion a most unfounded one—a complete *non sequitur*. It recited certain supposed evils, and went on to propose what would be no remedy for them—what, indeed, had no relation to them, and what would be an evil in itself.—Mr. Raikes supported the motion.—Mr. Young opposed it.—Mr. Gladstone opposed the motion, which he stigmatised as crude, most impolitic, and most mischievous. He denied that law reform was impeded by the present system. It was easy to criticise the distribution of the duties appertaining more or less to the law among the various members of the Government. But it should be remembered that the administrative system of this country and the construction of the Executive Government were just as much a peculiar and characteristic part of our institutions, although not as vital and fundamental a part, as the legislative system itself. And it was utterly impossible that any good could be done by mere piecemeal attempts to amend that which, if considered at all, must be considered as a whole. Many changes were required in our system of judicature which he hoped would be seriously considered before attempts were made to alter the position of our law officers. The motion was rejected by 101 to 24.

June 25.—The *Burials Bill*.—On the order for resuming the adjourned committee, Mr. O. Morgan moved to adjourn the committee to July 9, when Sir M. H. Beach moved an adjournment to September 3; the latter motion, which is equivalent to throwing out the bill, was carried by 130 to 78, in spite of a protest from Mr. Morgan at the bill being disposed of by a side wind.

June 26.—*Real Estate (Titles) Bill*.—Mr. Gregory moved the second reading of this bill, saying he should have left the question to the Government, had there appeared any prospect of their taking it up. He then proceeded to explain the machinery by which the bill would provide for registration and declaration of title.—Mr. Kennaway supported the bill, which, however, was opposed by the Solicitor-General, Mr. Hinde Palmer, Mr. Dickenson, Mr. Wren Hoskyns, Mr. Collins, and Mr. Stapleton.—Dr. Ball thought Mr. Gregory had done good service in bringing this subject under discussion, and hoped the Solicitor-General would apply his mind to the question of amending the law in this particular, and of making Lord Westbury's Act a really effective measure. The Government had no excuse for not amending this branch of the law so long as they had Mr. Gregory's assistance.—The bill was withdrawn.

Occasional Sermons Bill.—Mr. Cowper-Temple moved the second reading of this bill, which, he said, was intended to enable incumbents, with the licence of the Ordinary, to permit the occasional use of their pulpits to persons not in holy orders.—Mr. Beresford Hope, Mr. Newdegate, Mr. Scourfield, Mr. J. G. Talbot, Sir C. Adderley and Mr. Henley opposed the bill.—Mr. Hughes and Mr. Dalrymple supported it.—Mr. Richard, on the part of Dissenters, was indifferent.—Thrown out by 177 to 116.

OBITUARY.

MR. C. D. BEVAN.

The death of Charles Dacres Bevan, Esq., judge of the Cornwall County Courts, took place at his new residence near Fowey, in Cornwall, on the 24th June, in the 66th year of his age. He was the son of the late Lieut.-Colonel Charles Bevan, of the King's Own Regiment (who died in 1811), by his wife Mary, daughter of the late Vice-Admiral James Richard Dacres. The late Mr. Bevan was born on the 7th November, 1805, and received his early education at the Charterhouse, whence he proceeded to Balliol College, Oxford, where he graduated B.A. in 1827. He was called to the Bar at the Inner Temple in May, 1830, and practised on the Western Circuit, attending also the Devon and Exeter Sessions. He afterwards became a Revising Barrister for East Cornwall, and subsequently Recorder of Dartmouth. In 1847, on Mr. Herman Merivale becoming an under-secretary at the Colonial Office, Mr. Bevan was appointed to succeed him as Recorder of Falmouth and Helston; and he afterwards became Recorder of Penzance, on the resignation of Sir R. P. Collier, when Mr. Bevan relinquished the recordership of Dartmouth, but held the three other recorderships conjointly. On the death of Mr. G. G. Kekewich, in January, 1857, Mr. Bevan succeeded him as judge of the county courts in Circuit No. 59 (then No. 60), and in that capacity held courts at Bodmin, Truro, Falmouth, Helston, Penzance, and several other towns in Cornwall. He was also a magistrate for Cornwall, and died a bachelor.

MR. R. WHITE.

Mr. Richard White, barrister-at-law, and a member of the Bombay Civil Service, died at Kurrachee, in Scinde, of which province he was Judicial Commissioner, on the 15th May last. He entered the Bombay Civil Service in 1849, and was formerly judge and session judge of Poona, but was last year appointed judicial commissioner of Scinde. Mr. White was called to the Bar at Gray's Inn in June, 1868.

LAW STUDENTS' JOURNAL.

NAMES OF GENTLEMEN WHO PASSED THE FINAL EXAMINATION.

Trinity Term, 1872.

Addison, Albert
Alderson, Christopher Wm.
Angove, J. C. St. Aubyn
Anson, William C. C.
Arnold, H. L.
Ashworth, George
Barough, A. R.
Barwick, John M., B.A.
Batters, G. I.
Bevan, F. N.
Billson, Henry
Bishton, T. H. H. W. B.
Bottomley, William
Bray, G. S.
Brown, C. B.
Brown, P. B.
Browne, G. E.
Bruff, E. T.
Brunnell, George, Jun.
Bush, H. A.
Bush, H. G.
Bush, J. E.
Calkin, J. W.
Carter, C. A.
Chalmers, J. H.
Clark, G.
Clegg, John C.
Cooke, Samuel
Corbett, Joseph
Corbin, Josh. J.
Cossham, S. G. C.
Cotton, R.
Crawford, H. H.
Darlington, L. J. de V.
Davies, C. E.
Davis, C. T. C.
Davis, Mark
Dawson, P. W.
Day, William
Deacon, C. F.
Dixon, Thomas
Donague, John
Donague, William
Downes, J. S.
Downing, G. C.
Drew, G. B. H.
Dyson, Herbert
Edge, H. T.
Edwards, M.
Evans, Ivor
Fellowes, S. T.
Foss, Frederick
Francis, W. R.
Fraser, E. Henry
Freeman, J. J.
Fretson, F. J.
Garratt, George
Gilbert, Mark
Girling, John A., B.A.
Goldring, C. E.
Goodman, T. A.
Griffiths, Ernest
Guest, G. S.
Hartcup, William T.
Hawkins, William
Haynes, G. A.
Hayward, A. C. C.
Herford, A. F.
Hicks, Henry
Hill, John
Holder, John
Holmes, Richard
Homes, Richard
Hughes, Henry
Husband, William Thomas
Hutchinson, Thomas
Illingworth, H. S.
Jackson, E. C.
James, G. C.
Jerman, James
Jones, Charles
Jones, J. R.
Kesterton, V. T.
King, William T.
Kirkley, J.
Knowles, Robert
Ladbury, H. C.
Ladyman, William
Lambert, E. F.
Langdon, James
Langham, D. E., B.A.
Letts, Richard
Lings, A.
Lloyd, Thomas
Loye, James
Lucas, Percy
Machen, C. E.
M'Kee, S. J.
Martin, James
Mason, R.
Maw, G.
Merriman, T. M.
Middleton, A.
Moberly, J. C., B.A.
Moger, H. M. L.
Moor, G. W. P.
Morris, Evan
Motum, Hill
Neale, C. V. W., B.A.
Nevinson, Edward
Newman, W. G.
Newton, Isaac
Nicholls, Wm. H.
Nichols, J. P., B.A.
North, Arthur
Norton, George

Noyes, H., B.A.	Stevens, James
Parson, R., Jun.	Stokes, Frederick
Partridge, F. H.	Stone, Charles
Peters, Charles	Stutfield, H. W.
Peters, William M.	Swaine, C. A.
Peterson, E. F.	Swinburne, A.
Pickering, E. G.	Symonds, J. R.
Pilditch, F. S.	Symonds, L. H.
Pollock, A.	Taylor, Edward, jun.
Pook, Henry William J.	Thompson, J. H.
Proctor, William	Thompson, Thomas W.
Rees-Mogg, W. W.	Thorn, C. S.
Reynolds, F. W.	Thornton, F.
Ridgway, Alfred	Thropp, F.
Rigby, John R.	Tidy, T. A.
Risdon, W.	Tilly, T. H.
Roberts, Ellis	Trass, R. C.
Roberts, Hugh, B.A.	Turner, H., B.A.
Roberts, L. E.	Turner, H. L.
Robinson, Samuel	Valentine, J. T.
Robinson, J. E.	Vickery, Thomas G.
Rodwell, T. M.	Vizard, H.
Rooker, S. L.	Wake, H. S.
Roscoe, Henry	Walford, J. B.
Rowlands, Jacob	Ward, John E.
Rudland, William Jones	Watson, F. W.
Scott, S. K.	Watts, William
Scully, John	Wayman, F. C.
Searaucke, F. Niccoll	Webb, William
Shield, R.	Whale, G., jun.
Sherwood, William	Whalley, R., B.A.
Simson, S. B., B.A.	Williams, J. B.
Smith, E. A.	Williams, W.
Stephens, John, B.A.	Wyles, J. A.
Stephens, William	Wymond, F. B.
Stephenson, C. O.	Yewdall, W. H.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 28, 1872.

3 per Cent. Consols, 92¾	Annuities, April, '85
Ditto for Account, July 4, 92¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¾	Ex Bills, £1000, — per Ct. 1 pm
New 3 per Cent., 92¾	Ditto, £500, Do —1 pm
Do. 3¼ per Cent., Jan. '94	Ditto, £100 & £200, —1 pm
Do. 2¾ per Cent., Jan. '94	Bank o England Stock, 4¼ per Ct. (last half-year) 244
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	106
Stock	Caledonian	100	115
Stock	Glasgow and South-Western	100	133
Stock	Great Eastern Ordinary Stock	100	51
Stock	Great Northern	100	140½
Stock	Do., A Stock*	100	164½
Stock	Great Southern and Western of Ireland	100	115
Stock	Great Western—Original	100	118½
Stock	Lancashire and Yorkshire	100	158
Stock	London, Brighton, and South Coast	100	78
Stock	London, Chatham, and Dover	100	26½
Stock	London and North-Western	100	150½
Stock	London and South Western	100	108½
Stock	Manchester, Sheffield, and Lincoln	100	77¾
Stock	Metropolitan	100	64
Stock	Do., District	100	31¾
Stock	Midland	100	149½
Stock	North British	100	69
Stock	North Eastern	100	169½
Stock	North London	100	132
Stock	North Staffordshire	100	78
Stock	South Devon	100	71
Stock	South-Eastern	100	100

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '73
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 107½
Ditto 5 per Cent., July, '80 109½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do. 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88 105½	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96½	

MONEY MARKET AND CITY INTELLIGENCE.

The markets have been a little weaker this week than last, consequently, perhaps, on anticipations respecting the new French loan. Meanwhile the flood of new joint-stock undertakings continues to pour in, thus laying the foundations of some future panic, which, however, may be years distant.

Messrs. Bischoffsheim & Goldschmidt invite applications for an issue of £6,000,000, seven per cent. consolidated mortgage bonds of the Erie Railway Company, in bonds of £200 each. £1,289,200 are offered for cash subscription, and £4,710,800 are set apart for the conversion and extinction of the existing mortgage debts, and of the sterling bonds issued in London. The principal and interest are payable in New York, in gold; or, at the option of the holder, in London, in sterling, at the rate of 4s. per dollar at Messrs. Bischoffsheim & Goldschmidt's. The bonds are repayable on 1st September, 1920, at par, with interest meanwhile at the rate of 7 per cent. per annum, payable half-yearly, on 1st March and 1st September. The first payment of interest falls due on 1st September, 1872. The price of issue is 92 per cent.; equal, at 4s. per dollar, to £184 per bond of £200. The Erie Railway Company, by a resolution of its board, and with due legal formalities, executed an indenture of trust and mortgage, dated 1st September, 1870, under which the above loan of £6,000,000 is issued. Each bond is certified by the Farmers' Loan and Trust Company of New York, the trustees under the mortgage, and no issue of bonds can be hereafter made by the company, except subject to the present issue. The net proceeds of the bonds now offered for subscription in cash will be applied in payment of the floating debt, and other liabilities of the company. Throughout all the vicissitudes to which the Erie Railway Company has been exposed, its revenues have more than sufficed to provide for the service of its mortgage and bonded debt; and the traffic returns show that the revenue has materially increased since the company's affairs have been administered by the new board. The list of applications for shares will be closed on or before Tuesday next.

The prospectus has been issued of the London and Yorkshire Bank (Limited), with a capital of £2,000,000, in 40,000 shares of £50 each, the first issue to consist of 20,000 shares, on whtch it is intended to call up only £12 10s. per share during the first year, and the remainder at such times as the directors may appoint; no call to exceed £2 10s. per share, or to be made at an interval of less than three months. The bank is formed to afford additional banking facilities in the commercial and manufacturing districts in Yorkshire, Lincolnshire, and the neighbouring counties, and more particularly in the large and rapidly developing seaports of Hull and Grimsby. The principles on which the bank will be conducted will, as far as possible, be the same as those so successfully adopted by the London Joint Stock Banks. The shares are quoted at 1 to 1½ premium, and the list of applications for shares closes on Monday for London, and on Tuesday for the country.

Messrs. I. Thomson, T. Bonar, & Co. are authorised by the proprietors and concessionaires of the Iquique and La Noria, Pizagua and Sal de Obispo, and Junction Railways, to open subscriptions for an issue of £1,000,000 seven per cent. first mortgage debentures, in bonds of £100 and £500, with interest from June 1, 1872, at 92 per cent., and redeemable at par by a minimum sinking fund of 10 per cent. in half-yearly drawings. The Iquique and La Noria line, about 36 miles in length, situated in the province of Tarapaca, Peru, was opened for traffic in July, 1871. The traffic consists almost exclusively of nitrate of soda. The Pizagua and Sal de Obispo line is also about 36 miles in length, and will, it is expected, be opened for public traffic in August next. The line likewise traverses large deposits of nitrate. The Junction Railway is a connecting line, of about 70 miles in length, of which 12 miles are already built, uniting the eastern termini of the two railways already described, and, like them, passes through the nitrate deposits on the table land of Pampa de Tamarugal. This connecting railway will, it is expected, be completed within one year.

The Inns of Court Volunteers had a ball on Thursday evening in the Inner Temple Hall. Nearly the whole of Tanfield-court was floored over and enclosed (for supper purposes) in a large marquee. The ball was universally admitted to be a great success.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MALIM—On June 13th, at Chichester, the wife of E. J. Malim, Esq., solicitor, of a son.

MANLEY—On June 18th, at Bridport, the wife of W. H. Manley, Esq., of a daughter.

RASTRON—On June 20th, at Beddington, Surrey, the wife of Simpson Rastron, Esq., barrister-at-law, of a son and heir.

ROGERS—On June 20th, the wife of William Rogers, Esq., of 17, Essex-street, Strand, and 13, Belsize-park, London solicitor, of a son.

SCARD—On June 24th, at Blackheath-road, Greenwich, the wife of J. Cowper Scard, Esq., solicitor, of a son.

MARRIAGES.

CATTELL—LAYTON—On June 25th, at St. Barnabas' Church, Harvist-road, Hornsey-road, Holloway, Christopher William Cattell, Esq., of Bedford-row, and Tollington-road, Holloway, to Alice Mary Stubbs, third daughter of Edward John Layton, Esq., of Loraine-place, Holloway, and Cannon-street, London.

DEATH.

COOPER—On June 23rd, at East Dereham, Augusta Louisa, the wife of George Halcot Cooper, Esq., solicitor, in the 52nd year of her age.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, June 21, 1872.

LIMITED IN CHANCERY.

Albion Trading Company (Limited).—Creditors are required, on or before Oct 17, to send their names and addresses, and the particulars of their debts or claims, to Edwd Barnett, 134, Minories. Tuesday, Nov 5 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Paris and Vienna Bread Company (Limited).—The Master of the Rolls has, by an order dated June 8, ordered that the above company be wound up by the court. Tilleard and Co, Old Jewry; agents for Black and Co, Brighton, solicitors for the petitioner.

United Auction, Advance, and Investment Company (Limited).—Petition for winding up, presented June 18, directed to be heard before the Master of the Rolls on June 29. Linklater and Co, Walbrook, solicitors for the petitioners.

TUESDAY, June 25, 1872.

UNLIMITED IN CHANCERY.

London, Worcester, and South Wales Railway Company.—Petition for winding up, presented June 18, directed to be heard before Vice Chancellor Malins, on Friday, July 5. Manning, Gt George-st, Westminster, solicitor for the petitioner.

LIMITED IN CHANCERY.

County Palatine Loan and Discount Company (Limited).—Petition for winding up, presented June 22, directed to be heard before Vice Chancellor Malins on July 12. Gregory and Co, Bedford-row; agents for Hull and Co, Lpool, solicitors for the petitioner.

London, Birmingham, and South Staffordshire Bank (Limited).—Petition for winding up, presented June 17, directed to be heard before Vice Chancellor Malins on Friday, July 5. Taylor and Co, Furnival's-inn, solicitors for the petitioners.

Thames Iron Works and Ship Building Company (Limited).—Creditors are required, on or before July 22, to send their names and addresses, and the particulars of their debts or claims, to Fredk John Divess, Orchard-yard, Blackwall. Monday, Aug 5 at 12, is appointed for hearing and adjudicating on the debts and claims.

Friendly Societies Dissolved.

TUESDAY, June 18, 1872.

Princess Sophia Lodge of United Sisters, Three Tuns Inn, Stafford. June 24

Union Society, Denman's Head Inn, Sutton-in-Ashfield, Notts. June 20

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 21, 1872.

Clarke, Robt Evison, East Halton, Lincoln, Miller. July 11. Barkinshaw v Clarke, V.C. Bacon. Massey, Gray's inn sq

Dowbiggin, Thos, Abercorn pl, St John's Wood, & Edwd Thos Dowbiggin, Park rd, Regent's pk, Esq. July 20. Trotter v Trotter, V.C. Malins. Harrison & Co, Bedford row

Forrester, Emanuel, Bucknall, Stafford, Yeoman. Wilshaw v Perry, M.R. Paddock & Son, Hanley-in-the-Potteries

Instone, Saml, Acton vale, Middx, Gent. July 6. Instone v Instone, V.C. Malins. Hayter, Raymond bldgs, Gray's inn

Jordan, Jas, Leamington rd villas, Paddington, Builder. July 17. Jordan v Penny, V. C. Malins. Thompson, Raymond bldgs, Gray's inn

Smithies Joseph John, Upper Thames st, Oil Merchant. July 20. Smithies v Evison, V.C. Wickens. Woodbridge & Sons, Clifford's inn

Wood, John, Ackworth, York, Gent. July 8. Watson v Bromley, V.C. Bacon. Foster, Pontefract

Wood, John, Woodlands, Durham, Esq. July 13. Gully v Wood, M.R. Crossman, King's rd, Bedford row

TUESDAY, June 25, 1872.

Butler, Chas, Sussex pl, Old Kent rd, Undertaker. July 1. Butler v Popis, V.C. Wickens. Saffery & Huntley, Tooley st

Cass, Eliz, Whixley, York, Spinster. July 15. Cass v Cass, V.C. Malins. Cowling, York

Hewett, Jas Row Silverton, Devon, Gent. July 20. Richards v Hewett, V.C. Bacon. Huggins, Exeter

Johnson, John. July 22. Standish v Gerrard, V.C. Malins

Johnston, John Hill, Belsize sq, Gent. July 17. Lewis v Johnston, V.C. Bacon. Robertson, Crown Office row, Temple

Wilde, Wm John, Manningham, nr Bradford, York, Theatrical Manager July 20. Banks v Rogers, M.R. Crook, Fenchurch st

Witham, Joseph, Bognor, Sussex, Gent. July 20. Witham v Witham, V.C. Wickens. Edmunds, St Bride's avenue, Fleet st

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, June 18, 1872.

Balmer, Hannah, Garland, nr Carlisle, Cumberland, Widow. July 18. Preston, Kirkby Stephen

Barnes, Robt, Oakley, Lancashire, Esq. July 20. Charlewood & Co, Manch

Bickham, Wm, College st, Putney, Butler. July 25. Perry, Guildhall chambers, Basinghall st

Bell, Geo, Gateshead, Durham, Gent. Aug 31. Longstaffe, Gateshead

Brees, Eliza, Wrexham, Denbigh, Widow. July 20. Acton & Bury, Wrexham

Coles, Alfd, Southampton, Grocer. Aug 1. Perkins, Southampton

Cooke, Caroline Mary, Gt Bookham, Surrey, Widow. July 17. Parker & Co, St Paul's Churchyard

Darnbrough, Richd, sen. Clitheroe, Lancashire, Yeoman. July 31. Robinson & Sons, Clitheroe Castle

Dixon, Wm Fisher, Whitehaven, Cumberland, Spirit Merchant. July 29. Brockbank & Heder, Whitehaven

Fayle, Richd, Torquay, Devon, Clerk. Aug 20. Bevan & Daniell, Chancery lane

Hacking, Robt, Accrington, Lancashire, Innkeeper. July 31. Clough & Polding, Blackburn

Heaton, Thos, Joshua, Ventnor, Isle of Wight, Surgeon. Aug 1. Heald, Wigan

James, Wm Hy, High st, Whitechapel, Butcher. Aug 10. Clapham & Fitch, Bishopsgate Without

Johnson, Geo, Northallerton, York, Esq. Aug 1. Wooler, Darlington

Jones, Anna, Northover, Somerset, Spinster. July 16. Young & Co, Essex st, Strand

Kingston Robt, Earl of, Rockingham, Ireland. July 24. Bridges & Co, Red Lion sq

Lassie, Bessie Wynne, New York, United States. Sept 1. Deane & Co, South sq, Gray's inn

Mangham, Thos, Kirkby Stephen, Westmorland, Ironmonger. July 6. Preston, Kirkby Stephen

Mayhew, Horace, Addison gdns, South Kensington, Gent. Aug 10. Lowther & Co, Fenchurch st

Pennington, Annie, Birkdale pk, Lancashire, Widow. July 8. Welsby & Hill, Southport

Philipps, Edwd Berkeley, Onslow sq, Esq. Aug 14. Walters & Co, New sq, Lincoln's inn

Pooke, Frances, Red Hills, Exeter, Widow. July 19. Nickinson & Co, Chancery lane

Procter, Thos Benj, Marsh, Salop, Doctor. Aug 1. Kough, Shrewsbury

Relph, Betty, Raven-tonedale, Westmorland, Spinster. July 18. Preston, Kirkby Stephen

Tardrew, Louisa, Monkleigh, Devon, Widow. Sept 20. Burder & Dunning, Parliament st, Westminster

Tarver, Thos, Hampton-on-the-Hill, Warwick, Carpenter. July 1. Snape, Warwick

Tindal, John, Newcastle-under-Lyme, Stafford, Chemist. Sept 26. Litchfield, Newcastle-under Lyme

Worth, Richd, Moditon, Cornwall, Yeoman. Aug 10. Sole & Gill, Devonport

FRIDAY, June 21, 1872.

Berry, Richd, Stroud, Gloucester, Ironmonger. Aug 1. Smith, Stroud

Bullen, Margaret, Lpool, Widow. Sept 1. Hore & Lynch, Lpool

Hy Negus Burroughes, Burlingham Hall, Norfolk, Esq. Aug 1. Taylor & Son, Norwich

Burton, Ann, Hobart Town, Tasmania, Widow. Dec 31. Stephens & Langdale, Bedford row

Cushe, Eliza, Onslow sq, Widow. Aug 17. Wynne & Son, Lincoln's inn fields

Callender, Saml Pope, Manch, Cotton Spinner. Sept 1. Sale & Co, Manch

Chuter, Robt, Upper Addiscombe rd, Croydon, Esq. Aug 1. Westall & Roberts, Leadenhall st

Cockcroft, Jas, Shawforth, Rochdale, Lancashire, Publican. July 17. Craven, Todmorden

Crosthwaite, Peter, Crosthwaite, Cumberland, Yeoman. Aug 10. Broatch, Keswick

Crowther, Hy, Manch, Comm Agent. July 19. Hargreaves & Knowles, Newchurch, Rossendale

Dawes, Rev Hy John, Whittington College, Highgate. Sept 1. Essell & Co, Rochester

Evans, Edwd, Moelfrynmain, Cardigan, Farmer. July 26. Hughes & Son, Aberystwith

Fletcher, Jas, Litchurch, Derby, Engineer. July 20. Leech, Derby

Foster, John, & Geo Foster, York, Innkeepers. Aug 1. Parkinson, York

Friend, John, Burdett rd, Limehouse, Licensed Victualler. July 24. Hillearys & Tunstall, Fenchurch bldgs

Harrison, John Maleham, Sheffield. Aug 3. Websters & Picard, Sheffield

Haworth, Catherine, Baxendan, Lancashire, Widow. July 19. Hargreaves & Knowles, Newchurch, Rossendale

Holland, David Godfrey, Jewin st, Printer. July 20. Fleming, New Kent rd

Holme, Edwd, Gt Crosby, Lancashire, Gent. Aug 5. Hore & Lynch, Lpool

Hope, Hy, sen, Diglis, Worcester, House Agent. Aug 10. Parker & Coy, Worcester

Hubbard, Wm, Ditchling, Sussex, Gent. Aug 19. Senior & Co, New inn, Strand

Kendrick, David, Bilston, Stafford, Maltster. Aug 15. Gough & Colebourn, Wolverhampton

King, John, Lpool, Merchant. Aug 1. Simpson & North, Lpool

Knipe, Geo Fredk, Instones Leigh Sinton, Worcester, Doctor. Aug 1 Knipe, Worcester
Larratt, Chas, Oxton, Notts, Gent. July 31. Burton & Co, Nottingham
Lowe, Harriett, Worcester, Widow. July 12. Parker & Coy, Worcester
McCurdy, Eliza Flora, Brighton, Sussex, Widow. July 20. Willoughby & Cox, Clifford's inn
McToldridge, Jas, Dover, Kent, Superannuated Pilot. July 31. Fox, Dover
Metcalfe, Jas, Norton, York, Gent. Aug 20. England & Co, Kingston-upon-Hull
Morrall, Robt Plaswarren, Salop, Esq. July 30. Salter, Ellesmere
Morton, Jas, Leicester, Gent. July 20. Nash & Co, Suffolk-lane, Cannon st
Pendlebury, Ellen, Everton, nr Lpool, Spinster. Sept 6. Newton, St George's hill, Everton
Powell, John, Longdon, Worcester, Wheelwright, Sept 1. Gregory, Upton-upon-Severn
Ruddach, Alex, Glenvale, Jersey, Esq. July 22. Norris, Chancery lane
Salter, John Seward, Notting Barns Farm, Notting hill, Farmer. July 31. Smith & Son, Furnival's inn, Holborn
Thompson, Joseph, Nottingham, Surgeon. Sept 29. Parsons & Son, Nottingham
Todd, John David, Albany st, Regent's pk, Gent. July 15. Heathfield, Lincoln's inn fields
Walker, Mary Ann, Southsea, Widow. July 17. Edgcombe & Cole, Portsea
Walker, Thos, Gt Crosby, Lancashire, Window Blind Manufacturer. Aug 5 Hore & Lynch, Lpool
Waring, Caroline, Queen's rd, Bayswater, Spinster. July 19. Carpenter, Regent st
Wharton, John Warburton, Bath, Clerk in Holy Orders. July 21. Simmons & Clark, Bush
Williams, Dorothy, Fitmaston, Worcester, Widow. Aug 12. Parker & Coy, Worcester
Williams, Joshua, Neath, Glamorgan, Esq. Aug 1. Stirck & Bellingham, Swansea

TUESDAY, June 25, 1872.

Bennett, Richd, Lower Norwood, Brewer. July 31. Warmington, Gresham bldgs, Guildhall
Chapman, Abraham, Stalisfield, Kent, Innkeeper. July 21. Norwood, Charing, nr Ashford
Cockson, Thos, Coniston, York, Farmer. Aug 10. Weatherhead & Burr, Keighley
Cooke, Thos Chris Weeden, Upper Berkeley st, Portman sq, Surgeon. Aug 1. Steele, Bloomsbury sq
Ellison, Enoch, Standish-with-Langtree, Lancashire, Yeoman. Aug 20. France, Wigan
Ellison, Margaret, Standish-with-Langtree, Lancashire, Widow. Aug 20. France, Wigan
Farr, Jane, Dunnington, Warwick, Widow. July 31. Hobbes & Co, Stratford-upon-Avon
Ferneley, Chas, Grantham, Lincoln, Physician. July 12. Ramwell & Co, Bolton
Hall, John, Six-mile-bottom, Cambridge, General. Aug 18. Carlisle & Ordell, New sq, Lincoln's inn
Harris, Hy, Longwood Bingley, York, Esq. Aug 20. Busfeild & Atkinson, Bradford
Harrison, Wm, Cloughton, York, Farmer. July 30. Woodall & Woodall, Scarborough
Hoare, Joseph, Hayling, Hants, Farmer. July 17. Edgcombe & Cole, Portsea
Lee, Deborah, Arnold, Notts, Spinster. Sept 1. Hogg, Nottingham
Lister, Joseph, Methley, York, Gent. Oct 1. North & Sons, Leeds
Llewelin, Peter, Clevedon, Somerset, Gent. Sept 1. Whittington & Co, Bristol
Longshaw, John, Southport, Lancashire, Gent. Aug 24. Simpson, Manch
Mirfin, Thos, Barnsley, York, Joiner. Sept 9. Newman & Sons, Barnsley
Nethersole, Sarah, Charlton-in-Dover, Kent, Spinster. Aug 1. Waller & Handson, King st, Cheapside
Phillipps, Sir Thos, Broadway, Worcester, Baronet. Sept 30. Walker & Martineau, King's rd, Gray's inn
Piper, Edwd, Mayfield, Sussex, Plumber. July 24. Sprott, Mayfield
Protheroe, Saml Rosser, Downend, Gloucester, Captain H.M's. Navy. Sept 1. Whittington & Co, Bristol
Rigby, Moses, Whitley-within-Wigan, Lancashire, Smith. Aug 20. France, Wigan
Scarisbrick, Anne, Scarisbrick Hall, Lancashire, Widow. July 30. Farrer & Co, Lincoln's inn fields

Bankrupts.

FRIDAY, June 21, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Burnand, Edwd, Mile End rd, Furniture Dealer. Pet June 19. Spring-Rice. July 5 at 11
De Vries, Peter Klagen, Gt Tower-st-bldgs, Beer-lane, Provision Merchant. Pet June 17. Brougham. July 5 at 11
Reader, Wm, Cullum-st, Fire Proof Safe Manufacturer. Pet June 20. Pepys. July 9 at 11

TUESDAY, June 25, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Jackson, Geo, and Wm Lee Wood, Shard's-wharf, Peckham-pk-rd, Coal Merchants. Murray. July 11 at 1
Lumley, Wm Brownrigg, Windsor-rd, Seven Sisters'-rd, Holloway, Captain. Pet June 20. Pepys. July 9 at 12
Staines, Jane A, Colville-gardens, Bayswater, Spinster. Pet June 22. Roche. July 11 at 11.30
Wannell, Hy. Blenheim road, Hornsey-rise, Builder. Pet June 21. Murray. July 11 at 1 30

To Surrender in the Country.

Bacon, Chas, Sprowston, Norfolk, Brickmaker. Pet June 21. Palmer. Norwich, July 8 at 12
Blakey, Luke, Burnley, Lancashire, Grocer. Pet June 20. Hartley. Burnley, July 8 at 3
Clarke, Isaac, Ruthin, Denbigh, Bookseller. Pet June 14. Reid. Wrexham, June 29 at 12
Horsfall, Wm, Manch, Auctioneer. Pet June 20. Kay. Manch, July 10 at 9
Johnson, Geo, Brompton, York, Gent. Pet June 21. Jefferson. Northallerton, July 5 at 3
Lyall, Robt, Gateshead Low Fell, Durham, Provision Dealer. Pet June 22. Mortimer. Newcastle, July 6 at 2
Newman, Joseph, Cirencester, Gloucester, Baker. Pet June 21. Townsend. Swindon, July 6 at 12
Rhodes, Arthur Chas, Birm, Comm Agent. Pet June 27. Chauntler. Birm, July 18 at 1
Schofield, Wentworth Wilson, Manch, Glass Stainer. Pet June 22. Kay. Manch, July 18 at 9.30
Witcomb, Wm Hy, and Fredc Thos Witcomb, Salisbury, Wilts, Confectioners. Pet June 19. Wilson. Salisbury, July 10 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, June 21, 1872.

Dinnick, Chas Richd Sleeman, Devonport, Devon, Builder. June 19
Hyland, John, Sedlescomb, Sussex, Innkeeper. June 17

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 21, 1872.

Allen Wm, & Thos Knight, Birm, Screw Manufacturers. July 3 at 11, at offices of Southall & Co, Newhall st, Birm
Allwright, Thos, Rathbone pl, Cheesemonger. July 8 at 3, at offices of Dod & Longstaffe, Berners st
Andrews, Jas, Swansea, Glamorgan, Photographic Artist. July 1 at 11, at the Mackworth Arms Hotel, Swansea. Field, Swansea
Apperly, David, Dudbridge, Gloucester, Woollen Cloth Manufacturer. July 4 at 10.30, at the Corn Hall, Stroud. Davis
Bacon, Wm, Lichfield, Stafford, Miller. July 8 at 11, at the George Hotel, Walsall. Underhill & Green, Wolverhampton
Barnes, Thos, Accrington, Lancashire, Clock Maker. July 10 at 3, at office of Whitehead, Blackburn rd, Accrington
Bate, John, Mumps, Oldham, Lancashire, Coal Merchant. July 2 at 3, at the Mitre Hotel, Manch. Clark, Oxford
Brocas, Reginald, & Philipp Neumann, Austinfriars, Merchants. July 2 at 3, at offices of Johnstone, Coleman st bldgs, Moorgate st. Holmes Fenchurch st
Bryan, Jonathan, Gloucester, out of business. July 10 at 11, at offices of Marshall, Essex pl, Rodney ter, Cheltenham
Bull, Abraham, Sutton St James, Lincoln, Butcher. July 8 at 1, at the White Hart Inn, Wisbeach. Gaches, Market pl, Peterborough
Burke, Wm, Nottingham, General Dealer. July 5 at 12, at office of Wood, Weekday cross, Nottingham
Davies, Jas, Aberystwith, Cardigan, Master Mariner. July 2 at 11, at office of Jones, Pier st, Aberystwith
Davis, Ebenezer, Cowbridge, Glamorgan, Bookseller. July 6 at 12, at office of Rees, Cowbridge
Densley, Wm, Bridgwater, Somerset, Grocer. July 8 at 2, at offices of Reed & Cook, King's sq, Bridgwater
Dewhurst, John, Chorley, Lancashire, Collector of Market Tolls. July 3 at 11, at offices of Morris, Townhall chambers, Chorley
Dsake, Walt, Nottingham, Manufacturer of Laths. July 4 at 11, at offices of Hogg, Wheeler gate, Nottingham
Dyer, Edwin Hy, Maryland st, Stratford New Town, Butcher. July 1 at 11, at offices of Maniere, Gray's inn sq
Ellis, Wm, Gt Grimsby, Grocer. June 28 at 12, at offices of Grange & Wintringham, West St Mary's gate, Gt Grimsby
Fellows, Wm, Cannock, Stafford, Schoolmaster. July 12 at 2, at office of Ebsworth, Bridge st, Wednesbury
Fletcher, Wm, Derby, Joiner. July 8 at 11, at office of Moody, Corn market, Derby
Fowler, Hy, Lund Head, Nawton, York, Farmer. July 4 at 11, at office of Jackson, Malton
Fox, David, Castle ct, Lawrence lane, Skirt Manufacturer. July 8 at 11, at 145, Cheapside. Sturt, Ironmonger lane
Francis, David, Llangeinor, Glamorgan, Platelayer. July 6 at 12, at office of Middleton, Caroline st, Bridgend
Froome, Joseph, Barton Stacey, Hants, Grocer. July 4 at 11, at offices of Waters, Upper High st, Winchester
Gibbs, Wm, Bridgwater, Somerset, Baker. July 5 at 2, at offices of Reed & Cook, King's sq, Bridgwater
Gorringe, Wm Alex, Wandsworth rd, Ham Dealer. July 9 at 2, at office of Wood, Featherstone bldgs, Holborn
Hardman, Archibald, Bolton, Lancashire, out of business. July 4 at 3, at offices of Ramble & Co, Mawdsley st, Bolton
Harris, Fras John, Bristol, Nurseryman. July 2 at 12, at offices of Hancock & Co, Guildhall, Broad st, Bristol. Benson & Elletson, Bristol
Hawkins, Hy, Bristol, Grocer. July 1 at 12, at offices of Murly & Sons, Old Post office chambers, Corn st, Bristol
Heyworth, Danl, Rochdale, Lancashire, Cotton Manufacturer. July 10 at 3, at office of Molesworth & Manch, Drake st, Rochdale
Hunter, Geo, Sheffield, Spring Forger. July 3 at 4, at offices of Auty, Queen st, Sheffield
Johnson, Geo, Aston-juxta-Birm, Varnish Manufacturer. July 2 at 12, at offices of Griffin, Bennett's hill, Birm
Jones, Jas, Manley, Cheshire, Labourer. July 2 at 11, at office of Linaker, Frodsham
Jones, John, New Swindon, Fitter. July 2 at 11, at the Bell Hotel, Swindon
Kenrick, Chas, Southport, Lancashire, Architect. July 6 at 11, at office of Walton, Townhall, Southport
Kitchiner, Joseph, Cresterton, Cambridge, Brewer. July 5 at 11, at office of Foster, Green st, Cambridge
Manley, Wm, Manch, Joiner. July 9 at 3, at offices of Nicholson & Milne, Norfolk st, Manch. Burton, Manch
McBride, Wm, Leytonstone rd, Stratford, Gent. July 4 at 3, at office of Holmes, Eastcheap

McLean, Murdoch, Cardiff, Draper. July 2 at 3, at offices of Morgan, High st, Cardiff
Milburn, Joseph, Bolton, Lancashire, Travelling Draper. July 5 at 3, at offices of Murray, King st, Manch
Morgan, David, Carmarthen, Tailor. July 1 at 11.15, at the Shirehall, Carmarthen. Lloyd, Haverfordwest
Morgan, John, Brecon, Draper. June 29 at 2, at office of Bishop, Wheat st, Brecon
Morritt, Thos, Blackburn, Lancashire, Boot Manufacturer. July 5 at 1, at the White Bear Hotel, Piccadilly, Manch. Hall, Blackburn
Mortimer, Benj, Wm Hy Mortimer, and Edwd Mortimer, Leeds, Corn Millers. July 3 at 4, at the Victoria Hotel, Town hall, Leeds. Carr and Cadman, Gomersal
Oliver, Robt, High Ongar, Essex, Labourer. July 4 at 12, at office of Preston, Mark lane
Osmond, John, Gordon rd, South Hornsey, no occupation. July 5 at 3, at offices of Birchall, Southampton bldgs, Chancery lane. Harrison, Furnival's inn, Holborn
Parkhouse, Wm, Bath, Furniture Broker. July 5 at 2, at 24, Union st, Bath. Shrapnell, Bradford
Parkin, Dixon, Bradford, nr Manch, Warehouseman. July 8 at 3, at offices of Storer, Fountain st, Manch
Perry, Ellen, Clevedon, Somerset, Licensed Victualler. July 4 at 12, at offices of Plummer, Bristol chambers, Nicholas st, Bristol
Platts, Eliza, Brompton, Kent, Victualler. July 6 at 11, at the Law Institution, Chancery lane. Hayward, Rochester
Powis, Littleton, Wolverhampton, Staffordshire, Brewery Clerk. July 2 at 2, at offices of Bridgwater, St Peter's close, Wolverhampton
Prangley, Arthur, Edmund ter, Cornwall rd, Notting hill, Artificial Manure Manufacturer. July 1 at 2, at offices of Bradley, Mark lane
Read, John, Old Buckenham, Norfolk, Grocer. July 4 at 11, at offices of Miller and Co, Bank chambers, Norwich
Reed, Jas Edwd, Camden rd, Camden Town, Grocer. July 4 at 11, at offices of Laundy, Cecil st, Strand
Reeve, Richd, Gt Sutton st, Clerkenwell, Gold Refiner. July 20 at 3, at office of Thwaites, Basinghall st. Dobie, Basinghall st
Richardson, Bernard Andrew, Guildford, Surrey, Toy Dealer. July 5 at 2, at offices of Stevens, Portsmouth rd, Guildford
Rickards, Hy John, Leinster pl, Bayswatsr, Jobmaster. July 1 at 3, at office of Tripp, Burleigh st, Strand
Rudman, Danl, Andover, Hants, Upholsterer. July 10 at 2, at the White Hart Hotel, Andover. Footner and Son
Russell, Chas Hy, Fitzroy rd, Regent's pk, Wine Merchant. July 8 at 2, at offices of Dubois, Gresham bldgs, Basinghall st. Maynard, Clifford's inn
Saggers, Geo Gilbert, High st, Whitechapel, Grocer. July 2 at 2, at office of Poole, Bartholomew close
Satchell, John, Lady Somerset rd, Kentish Town, Comm Agent. July 4 at 1, at 15, Pinners' hall, Old Broad st. Stacpoole
Senner, Richd, Halifax, York, Innkeeper. July 10 at 3, at offices of Hutchinson, Piccadilly chambers, Piccadilly, Innkeeper
Sheather, John, Upper Thames st, Wholesale Stationer. July 16 at 3, the Cannon st Hotel. Easton, Clifford's inn
Shirtcliffe, Wm, Nottingham, Comm Agent. July 1 at 3, at offices of Cranch and Rowe, Low pavement, Nottingham
Shugg, Hy Wms, Penzance, Cornwall, Draper. July 5 at 11, at offices of Trythall, Clarence st, Penzance
Shuttleworth, James Bimpson, Accrington, Lancashire, Debt Collector. July 4 at 3, at office of Whitehead, Blackburn rd, Accrington
Simcock, Jas, Longport, Stafford, Joiner. July 3 at 2, at offices of Hollingshead, Market st, Tunstall
Smart, Arthur Hy, Middlesborough, York, Grocer's Assistant. July 2 at 11, at offices of Draper, Finkle st, Stockton-on-Tees
Sutton, Wm, Streatham common, Surrey, Baker. June 28 at 11, at office of Wills, Gresham bldgs, Basinghall st. Knight, Wansey st Walworth
Tatcher, Ann, Taunton, Somerset, Mantle Maker. July 9 at 12, at office of Reed and Cook, Paul st, Taunton
Tepper, David Gershon, Walthamstow, Essex, Printing Office Manager. July 5 at 3, at office of Wragg, Gt St Helen's
Thomas, David, Ynismedw, nr Swansea, Glamorgan, Wool Manufacturer. July 2 at 12, at the Town hall, Neath. Morgan, Neath
Trampleasure, Wm By, Albert Embankment, Lambeth, Hay Dealer. July 2 at 11, at office of Pittman, Stamford st, Lambeth
Tucker, Chas, Chalk Farm rd, Haverstock hill, Clock Maker. June 28 at 2, at offices of Marshall, Hatton garden
Waddington, Ben Cowper, Wellingborough, Northampton, Tin-plate Worker. July 6 at 12, at offices of Heygate, Market sq, Wellingborough
Warburton, Wm, Manch, Boot Dealer. July 10 at 3, at office of Payne, Cooper st, Manch. Simpson, Manch
Wragg, John, and John Wm Wragg, Gt Yarmouth, Norfolk, Carpenters. July 1 at 12, at offices of Palmer, South Quay, Gt Yarmouth